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Attorney for Plaintiffs Ernest Lahti, Linda Lahti and Applied Reserve Analysis, LLC

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

ERNEST LAHTI, LINDA	)	Case No: CV-08-2314 BZ
LAHTI AND APPLIED	)	
RESERVE ANALYSIS, LLC, a	)	<b>DECLARATION OF ERNEST LAHTI IN</b>
California corporation,	)	<b>SUPPORT OF TEMPORARY RESTRAINING</b>
	)	<b>ORDER AND ORDER TO SHOW CAUSE FOR</b>
Plaintiffs,	)	<b>PRELIMINARY INJUNCTION</b>
	)	
v.	)	
	)	
DAN BLOOMQUIST,	)	
REBECCA BLOOMQUIST,	)	
HIGHLANDS ELECTRONICS	)	
LLC, an Arizona corporation, and	)	
DOES 1 through 50 inclusive,	)	
	)	
Defendants.	)	

I, Ernest Lahti, declare:

1. I have spent the last sixteen years (16) developing my reserve analysis business in

1 Northern California, with my wife Linda Lahti (“Linda”). I created the idea for Reserve Analyst  
 2 software (“Software”) and we have spent the last seven (7) years developing it with Rebecca  
 3 Bloomquist (“Rebecca”) and Dan Bloomquist (“Dan”) (collectively, the “Bloomquists”) so that  
 4 the Software, and similarly our business, would produce the highest quality reserve reports  
 5 possible. I have worked extremely hard to develop the Software and our reserve analysis  
 6 business into valuable commodities. I am now in declining health as is my wife, Linda, and we  
 7 have just discovered that we may lose everything we have worked so hard to develop.

8 2. I am seventy (70) years old, and my wife and I were looking forward to selling the  
 9 business and retiring within the next year. However, we now stand to lose everything we have  
 10 worked so hard to create, our business, the Software, our clients and the goodwill of our  
 11 company, because the Bloomquists seek to terminate the licensing agreement for the Software,  
 12 for which I created the idea and which helped them to program and develop. If the Bloomquists  
 13 are allowed to terminate this agreement, our business will be ruined, we will no longer be able to  
 14 perform reserve studies, we will lose our clients and we will no longer be able to sell our  
 15 business.

16 3. The history and effect of the subject of this suit is described in fuller detail below.

17 **A. Background**

18 4. As stated above, I am currently seventy years old; my date of birth is August 18,  
 19 1937. I have been a senior citizen since August 18, 2002, which is on or about the time I first  
 20 began negotiations with the Bloomquists for a licensing agreement for the Software. Linda and I  
 21 are co-owners of Applied Reserve Analysis, LLC, a California corporation which performs

1 reserve studies and prepares reserve reports for Homeowners' Associations, Time Shares and  
2 other entities requiring reserve reports. A sample of a reserve report is attached as Exhibit A.

3 5. Linda and I began performing reserve studies in 1992, preparing reserve reports for  
4 Homeowners' Associations and other entities requiring reserve reports. We originally worked  
5 with DOS-based software that was inefficient and inadequate for our needs. Based upon my  
6 experience in reserve analysis and with computer programming, I began to develop my idea for a  
7 more efficient and more inclusive software for reserve analysis.

8 6. My idea for the Software included: Windows-based software to perform reserve  
9 analysis and generate reports that included charts, spreadsheet and pictures, the format of the  
10 reserve reports generated, warnings to be used, and calculations to be performed, including but  
11 not limited to cost and useful life basis calculations. This idea was provided to Dan in 2001 for  
12 development, under the agreement that we would form a joint venture to develop and market the  
13 Software. I never received any compensation from the Bloomquists for my idea or my efforts to  
14 program and develop the Software. Now, seven years later, the Bloomquists are trying to reap  
15 all the benefits of my experience in reserve analysis and computer programming for themselves  
16 by terminating our bargained for five-year licensing agreement and keeping all rights to the  
17 Software for themselves.

18 **B. Relationship with the Bloomquists and Development of the Software**

19 7. Linda and I met Rebecca in or about 1994, because my son worked for her at her  
20 small appliance store in Clearlake, CA, where Linda and I live. Rebecca called me one day  
21 because my son did not go to work and she was concerned for him. My son is addicted to drugs

1 and on that day he simply disappeared and we are not certain what happened to him or where he  
2 went. During this difficult time I developed a close relationship with Rebecca who became, or  
3 so I believed, like a daughter to me. Rebecca referred to me as “Dad” and signed all of her  
4 correspondence to me “Love, Rebecca.” Rebecca led me to believe that she cared for Linda and  
5 I as family and for that reason I trusted her more than I would have otherwise.

6 8. Rebecca met Dan in or about 1995 and thereafter they moved together to Arizona. I  
7 maintained a close relationship with Rebecca even after she moved to Arizona, including  
8 attending her wedding in 2000. Sometime after Rebecca and Dan met, I mentioned to Rebecca  
9 that I had an idea for new software to perform reserve analysis. She told me that Dan was a  
10 software programmer and that I should work with him to develop the idea. She and Dan initially  
11 offered to program the Software for free.

12 9. Rebecca and Dan continued to push me to tell them my idea for the Software. I  
13 initially did not believe that they would follow through with the development, but after many  
14 years of persistence I told them the idea on July 17, 2001. Since all available software for  
15 reserve analysis functioned on DOS, my idea was for Windows-based software to perform  
16 reserve analysis and generate reports that included charts, spreadsheet and pictures. I also  
17 provided other valuable ideas, including but not limited to format of reserve reports generated,  
18 warnings, and calculations, including but not limited to cost and useful life basis calculations.

19 10. Dan began to program the Software in July, 2001 but soon became frustrated with the  
20 process and was ready to give up. I flew out to Arizona and stayed with the Bloomquists for two  
21 days, during which I worked full-time to get Dan on the right track developing the idea. I

1 continued to work with them for almost a year to prepare a working version of the Software. It  
2 was a full-time job.

3 11. During the year that I revealed my idea and worked with Dan to develop the  
4 Software, I took a trip with Rebecca to Finland to visit my family. Linda was not able to take the  
5 trip with me, because she had to work and manage the business. Because I believed that  
6 Rebecca and I had a father/daughter relationship, she joined me for this trip.

7 12. Rebecca and Dan continued to use Linda and I and our ARA employees to beta test  
8 the Software from 2002 to 2008. Because I saw Rebecca and Dan as family, I provided  
9 significant assistance to the Bloomquists to program, develop and beta test the Software to  
10 produce quality, detailed and all inclusive reports with proper calculations tailored to reserve  
11 analysis. Just in the last year alone I have spent fifteen to twenty weeks working full-time (40  
12 hours a week) to beta test the Software for the Bloomquists.

### 13 **C. Negotiated Terms of the License Agreement**

14 13. Initially when I disclosed my idea for the Software to Dan in July, 2001, we had  
15 agreed that we would enter into a joint venture with the Bloomquists to design and market the  
16 Software. Under this initial agreement, Dan would develop the Software, Rebecca would sell the  
17 Software and the Linda and I would train users of the Software.

18 14. Within a year after I disclosed the idea to Dan and after I helped him create, program  
19 and develop a working sample of the Software, it was clear that the Bloomquists saw us only as  
20 the Software users and that they had no interest in forming a joint venture with us. Therefore, in  
21 order to establish our rights in the Software, in or about August, 2002, I approached the

1 Bloomquists for a licensing agreement that would provide ARA with exclusive use of the  
2 Software in Northern California.

3 15. Rebecca and Dan clearly did not want us to have an exclusive license and instead  
4 were looking to capitalize on our clients and competitors by marketing the Software directly to  
5 them. Rebecca was very insistent that they should have access to ARA's Northern California  
6 clients and competitors as well as potential clients in the area. She especially pushed to market  
7 the Software to Homeowner Associations, and even suggested that such marketing would  
8 increase our business. *See* Exhibit B.

9 16. We were adamantly opposed to such marketing and negotiated an initial licensing  
10 agreement for 2004-2005 ("Initial Agreement") to provide for our exclusive use of the Software  
11 in Northern California. *See* Exhibit C which is a draft of the Initial Agreement. The Initial  
12 Agreement also included a clause that allowed the Bloomquists, but not us, to terminate the  
13 agreement for cause with 30 days notice. The Initial Agreement also included a clause whereby  
14 all rights in the Software were retained by the Bloomquists. The Bloomquists insisted that if we  
15 wanted to use the Software that we had to abide by the Initial Agreement. Therefore in order not  
16 to lose the use of the Software that was my idea originally and which we had worked so hard to  
17 develop, we consented to the agreement.

18 17. Because the Initial Agreement was only for a one-year period, between the years  
19 2005 and 2006, we negotiated with the Bloomquists for a new licensing agreement ("Licensing  
20 Agreement"). We met stiff opposition from the Bloomquists who initially refused to even speak  
21 to us regarding a new licensing agreement. We then brought in Don Thomas to assist us with

1 our negotiations. We were afraid we were going to lose our rights to the Software that was my  
2 idea and which would mean that we would lose our clients and our business.

3 18. We bargained for a transferable five-year license for exclusive use of the Software in  
4 Northern California so that Linda and I could sell our business due to our advanced age and and  
5 especially because of Ernie's continually declining health. Eventually, with the help of Don  
6 Thomas, our business consultant, we agreed with the Bloomquists as to the following terms:

7 (a) We would no longer be used to beta test the Software;

8 (b) Our license would be for a five (5) year term and would automatically renew for  
9 an additional five (5) years unless sixty (60) days prior notice was provided;

10 (c) We would have exclusive use of the Software in Northern California

11 (d) Our exclusive license would be transferable to any purchaser of our business; and

12 (e) Any errors that we encountered would be promptly remedied.

13 19. In order to receive the five (5) year term, we agreed to a periodic increase in the  
14 license price to account for inflation and assigned our development rights to the Bloomquists.

15 20. I did not have knowledge of the terms of Termination Provision, did not negotiate  
16 such terms and did not consent to such terms. Mr. Thomas cautioned us to seek the advice of an  
17 attorney before signing the agreement. However, we were unable to locate an attorney in Lake  
18 County given the time provided by the Bloomquists for the execution of a Licensing Agreement.  
19 The Bloomquists insisted that we sign a licensing agreement by February 28, 2006 and the final  
20 version of the Licensing Agreement was provided to us on February 28, 2006. *See Exhibit D.*  
21 As a result, we relied upon Mr. Thomas' review of the Licensing Agreement.

1           21. The title of the Licensing Agreement is “Reserve Analyst Professional Licensing  
2 Agreement 5 Year Automatic Renew” and each page of the Licensing Agreement is labeled at  
3 the bottom “5 Year Contract - Automatic Renewal.” *See* Exhibit E.

4           22. Unknown to Linda and I, the Bloomquists included the following additional terms in  
5 the Licensing Agreement:

6           (a) The Licensing Agreement can be terminated by either party without cause with a  
7 sixty (60) days prior written notice after the second year of the Licensing  
8 Agreement (“Termination Provision”); and

9           (b) The statute of limitations is shortened.

10           **D. Prejudice from Termination of Licensing Agreement**

11           23. On February 28, 2008, ARA paid the licensing fee under the Licensing Agreement  
12 for 2008-2009 license year. On March 12, 2008, the Bloomquists sent Linda, ARA and I a 60-  
13 day notice of termination of the Licensing Agreement (“Termination Notice”), along with a new  
14 contract (“New Contract”). *See* Exhibit F. The Termination Notice was based upon the  
15 Termination Provision which was included without the knowledge of Linda or I or Don Thomas  
16 as it provided for termination without cause and we had negotiated for a clause providing for  
17 Termination for Cause. The New Contract (a) does not provide for our exclusive use of the  
18 Software in Northern California, (b) is only for a one-year term and (c) does not allow us to  
19 transfer the license.

20           24. Because of the Termination Notice we will lose our bargained for five-year Licensing  
21 Agreement, which includes our right to use Software, our exclusive area of use of the Software,



1 and our ability to sell our business. We will also lose our development rights in this Software  
2 because we assigned those rights to the Bloomquists in exchange for the five-year Licensing  
3 Agreement.

4 **(1) Destruction of Our Business**

5 25. If we do not have a license for the Software we will not be able to perform our  
6 reserve analysis studies and our business will be destroyed. The reports we prepare cannot be  
7 done without the Software because all data entries would have to be reentered into a new  
8 software database, we have not been able to locate any comparable software and it would take  
9 six to eight months to develop such software.

10 26. We have already spent seven years working with the Bloomquists to create and  
11 develop my idea for the Software. In fact I have spent fifteen to twenty weeks working full-time  
12 (40 hours a week) in the last year alone to beta test the Software for the Bloomquists.

13 27. If we must switch to new Software, all data entries would have to be reentered by  
14 hand as the data base is not transferable. One of our largest clients, which is a time-share resort,  
15 has hundreds of thousands of data entries, a typical client has tens of thousands of data entries,  
16 and our smaller clients have thousands of data entries. None of our clients has less than 1000  
17 data entries.

18 28. The reserve reports created for our largest client are currently 300 pages long and  
19 growing, and take one month full time with the Software to prepare. Other reports we prepare  
20 take three to twelve hours to update using the Software. *See Exhibit A* hereto for an example of  
21 a reserve report.

1           29. A software consultant, Wayne Jerves, has been attempting to find replacement  
 2 software for us but he has been unable to locate any. Any software he has found is more than ten  
 3 (10) years old and as such is **far** from being able to produce the quality reports our customers  
 4 expect. It would take six to eight months to develop comparable software for use in our  
 5 business. Most of our competitors have their own proprietary software, which is not available on  
 6 the market for obvious reasons.

7                           **(2) Loss of Potential Purchasers**

8           30. In 2007 we received an offer of \$500,000 to purchase our business. Thinking that we  
 9 had a five-year contract and sufficient time to receive a higher bid, we turned down the offer.

10           31. Now we have new interest from a new prospective purchaser, Associa. We do not yet  
 11 know the details of this possible purchase.

12           32. During our negotiations with the Bloomquists, we made it clear that we needed a  
 13 transferable exclusive license for the Software for five years. The Bloomquists knew that we  
 14 requested these terms because we wanted to sell our business with the Software license due to  
 15 our advanced age and poor health.

16                           **(2) Loss of Customers**

17           33. Now that the Bloomquists threaten to terminate the Licensing Agreement we believe  
 18 that they will immediately begin to market the Software to our clients and competitors. We  
 19 negotiated and fought for our right to exclusive use since we first contemplated a licensing  
 20 agreement for the Software. If we lose the right to exclusive use of the Software in Northern  
 21 California we will lose our customers and our business will be irreparably harmed.

1           34. We stand to lose our customers because our contracts are renewed each year due to  
2 change in law each year and the need to redraft agreements to conform with new disclosures.  
3 Therefore, although our customers are repeat customers, we only have one-year contracts with  
4 them. We will lose our customers because (1) they will have access to our Software and can  
5 perform the analysis themselves, (2) our competitors will have access to our Software and be  
6 able to perform the quality of work that our clients desire, which took us seven (7) years to  
7 develop and (3) we will no longer have access to the Software, we will have to begin all over  
8 again to develop a comparable product and to re-enter hundreds of thousands of data entries.

9           35. In fact, on February 20, 2008, we received notice from one of our clients, Brookvale,  
10 a Homeowner Association in Santa Cruz, California, informing us that it will no longer require  
11 ARA's services because it will be purchasing the Software directly from the Bloomquists and  
12 performing their own analysis. *See* Exhibit G hereto.

13           36. Rebecca previously indicated her intention of marketing to HOAs and stated that she  
14 somehow believed that if they marketed to HOAs we would gain business, which is clearly  
15 untrue and manipulative. Obviously, the Bloomquists' marketing to HOAs in Northern  
16 California, and especially our clients, will be devastating for our business.

17           **I. Beta Testing and Failure to Remedy Errors.**

18           37. We have performed beta testing of the Software since a working version was created  
19 in or about 2002. The Software errors which often caused unexpected delays and errors in our  
20 reports to clients who were unhappy with the problems. We even lost some clients due to the  
21 Software problems. We continue to experience many errors in the Software, despite the

1 Licensing Agreement provision to the contrary. In fact, the Bloomquists have refused to timely  
2 remedy many of the problems and errors that we encounter using the Software.

3 38. In locating these errors and troubleshooting the Software, we continue to perform  
4 beta testing for the Bloomquists, despite the Licensing Agreement provision to the contrary. The  
5 Bloomquists continued to use Linda and I and ARA to beta test the Software from 2006-2008. I  
6 have spent fifteen to twenty weeks in the last year working full-time (40 hours a week) to beta  
7 test the Software for the Bloomquists. I have received no compensation for my efforts.

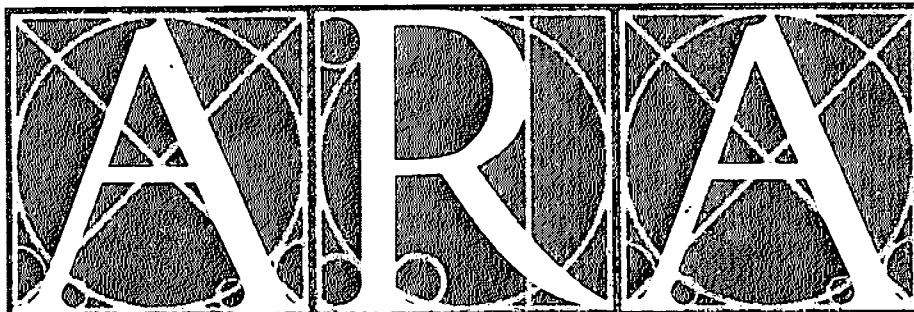
8 39. Because the Bloomquists continually violated the Licensing Agreement, we made  
9 demand for compensation in February, 2008 for our time spent beta testing the Software. The  
10 Bloomquists refused to provide any such compensation to us and demanded that we pay the  
11 licensing fee for 2008-2009 plus an increase in the licensing fee for 2007-2008 according to the  
12 Consumer Price Index, as provided in the Licensing Agreement. We made such payment to  
13 retain our exclusive Software license on February 28, 2008. Not even two weeks later we  
14 received the Termination Notice on March 12, 2008.

15 40. We originally requested a Termination for Cause provision because the Bloomquists  
16 repeatedly used us for beta testing and because of the errors in the Software. However, because  
17 we invested so much time and effort into creating the Software and because we needed the  
18 Software to continue our business, we never thought to terminate the Licensing Agreement.  
19 Now we find that the Bloomquists included the Termination Provision that provides for  
20 termination without cause after two years and we stand to lose all of the years we spent laboring  
21 to develop a working product that produces the highest quality reserve reports.



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**Exhibit A**



**Sample Reserve Study**  
**Your City, Your State**  
Account 10456 -- Version 10.0  
September 10, 2007

**Applied Reserve Analysis, LLC**

4040 Civic Center Drive, Suite 200  
San Rafael, California 94903

Phone: 800 500-8505  
Fax: 800 500-7305

*Prepared By*

*Quality Check By*

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**Sample Reserve Study**  
**ARA-LLC • Current Assessment Funding Model Summary**

<b>Report Parameters</b>	
Report Date	September 10, 2007
Account Number	10456
Version	10.0
Budget Year Beginning	January 01, 2008
Budget Year Ending	December 31, 2008
Total Units	55
Phase Development	3 of 3
Inflation	3.00%
Annual Assessment Increase	3.00%
Interest Rate on Reserve Deposit	3.00%
Tax Rate on Interest	30.00%
Contingency	3.00%
2008 Beginning Balance	\$105,000.00

For budgeting purposes, unless otherwise indicated, we have used January 1990 to begin aging the original components in this reserve study.

This 55 unit condominium is located at the intersection of 1st Street and Main Street, Your Town, Your State, USA.

The last Applied Reserve Analysis, LLC field inspection was completed on June 1, 2008.

<b>AFM Model Summary of Calculations</b>	
Required Monthly Contribution	\$1,541.66
<i>\$28.03 per unit monthly</i>	
Average Net Monthly Interest Earned	<u>\$165.94</u>
Total Monthly Allocation to Reserves	\$1,707.61
<i>\$31.04 per unit monthly</i>	

**Sample Reserve Study**  
**ARA-LLC • Current Assessment Funding Model Projection**

Report Date September 10, 2007  
Beginning Fiscal Year January 01, 2008  
Account Number 10456

Version Number 10.0

Beginning Balance: \$105,000

Year	Current Cost	Annual Contribution	Annual Interest	Annual Expenditures	Projected Ending Reserves	Fully Reserves	Percent Funded
2008	306,954	18,500	1,991	21,072	104,420	215,213	48%
2009	316,162	19,055	2,367	3,080	122,762	242,879	50%
2010	325,647	19,627	2,490	15,907	128,972	258,527	49%
2011	335,417	20,215	2,728	11,205	140,710	280,389	50%
2012	345,479	20,822		191,076	-29,543	113,346	-26%
2013	355,843	21,447		3,735	-11,832	140,859	-8%
2014	366,519	22,090		4,250	6,008	169,494	3%
2015	377,514	22,753		48,224	-19,463	153,202	-12%
2016	388,840	23,435		18,748	-14,776	168,587	-8%
2017	400,505	24,138		23,635	-14,273	180,169	-7%
2018	412,520	24,862		34,817	-24,227	181,184	-13%
2019	424,896	25,608			1,380	220,143	0%
2020	437,643	26,377	88	11,450	16,395	249,129	6%
2021	450,772	27,168	599	2,790	41,372	289,208	14%
2022	464,295	27,983		74,764	-5,408	255,199	-2%
2023	478,224	28,822		18,036	5,378	281,452	1%
2024	492,571	29,687		24,389	10,676	302,884	3%
2025	507,348	30,578	576		41,830	352,000	11%
2026	522,568	31,495		62,325	11,000	337,668	3%
2027	538,245	32,440	242	17,114	26,568	372,109	7%
2028	554,393	33,413	822	5,819	54,984	420,839	13%
2029	571,024	34,415	15	72,854	16,561	401,226	4%
2030	588,155	35,448	297	21,709	30,596	436,636	7%
2031	605,800	36,511	987	3,750	64,345	493,553	13%
2032	623,974	37,607		329,198	-227,246	208,344	-109%
2033	642,693	38,735		6,746	-195,257	258,144	-75%
2034	661,974	39,897		78,204	-233,564	235,151	-99%
2035	681,833	41,094		18,558	-211,028	276,312	-76%
2036	702,288	42,327		36,152	-204,854	301,657	-67%
2037	723,356	43,596		22,999	-184,257	343,378	-53%

**Sample Reserve Study**  
**ARA-LLC • Threshold Funding Model Summary**

<b>Report Parameters</b>	
Report Date	September 10, 2007
Account Number	10456
Version	10.0
Budget Year Beginning	January 01, 2008
Budget Year Ending	December 31, 2008
Total Units	55
Phase Development	3 of 3
Inflation	3.00%
Annual Assessment Increase	3.00%
Interest Rate on Reserve Deposit	3.00%
Tax Rate on Interest	30.00%
Contingency	3.00%
2008 Beginning Balance	\$105,000.00

For budgeting purposes, unless otherwise indicated, we have used January 1990 to begin aging the original components in this reserve study.

This 55 unit condominium is located at the intersection of 1st Street and Main Street, Your Town, Your State, USA.

The last Applied Reserve Analysis, LLC field inspection was completed on June 1, 2008.

***TFM Model Summary of Calculations***

Required Monthly Contribution	\$2,503.29
<i>\$45.51 per unit monthly</i>	
Average Net Monthly Interest Earned	<u>\$176.95</u>
Total Monthly Allocation to Reserves	\$2,680.25
<i>\$48.73 per unit monthly</i>	

**Sample Reserve Study**  
**ARA-LLC • Threshold Funding Model Projection**

Report Date September 10, 2007  
 Beginning Fiscal Year January 01, 2008  
 Account Number 10456

Version Number 10.0

Beginning Balance: \$105,000

Year	Current Cost	Annual Contribution	Annual Interest	Annual Expenditures	Projected Ending Reserves	Fully Reserves	Percent Funded
2008	306,954	30,040	2,123	21,072	116,091	215,213	53%
2009	316,162	30,941	2,750	3,080	146,703	242,879	60%
2010	325,647	31,869	3,138	15,907	165,803	258,527	64%
2011	335,417	32,825	3,654	11,205	191,076	280,389	68%
2012	345,479	26,770	306	191,076	27,076	113,346	23%
2013	355,843	27,573	811	3,735	51,725	140,859	36%
2014	366,519	28,400	1,332	4,250	77,207	169,494	45%
2015	377,514	29,252	949	48,224	59,184	153,202	38%
2016	388,840	30,130	1,202	18,748	71,768	168,587	42%
2017	400,505	31,034	1,376	23,635	80,542	180,169	44%
2018	412,520	31,965	1,335	34,817	79,025	181,184	43%
2019	424,896	32,923	2,053		114,001	220,143	51%
2020	437,643	33,911	2,563	11,450	139,025	249,129	55%
2021	450,772	34,929	3,289	2,790	174,452	289,208	60%
2022	464,295	35,976	2,526	74,764	138,190	255,199	54%
2023	478,224	37,056	2,972	18,036	160,182	281,452	56%
2024	492,571	38,167	3,316	24,389	177,276	302,884	58%
2025	507,348	39,312	4,209		220,798	352,000	62%
2026	522,568	40,492	3,824	62,325	202,788	337,668	60%
2027	538,245	41,707	4,414	17,114	231,795	372,109	62%
2028	554,393	42,958	5,283	5,819	274,217	420,839	65%
2029	571,024	44,246	4,776	72,854	250,386	401,226	62%
2030	588,155	45,574	5,370	21,709	279,620	436,636	64%
2031	605,800	46,941	6,387	3,750	329,198	493,553	66%
2032	623,974	48,349	554	329,198	48,903	208,344	23%
2033	642,693	49,800	1,464	6,746	93,420	258,144	36%
2034	661,974	51,294	910	78,204	67,420	235,151	28%
2035	681,833	52,833	1,641	18,558	103,336	276,312	37%
2036	702,288	54,418	2,048	36,152	123,649	301,657	40%
2037	723,356	56,050	2,776	22,999	159,475	343,378	46%

**Sample Reserve Study**  
**ARA-LLC • Component Funding Model Summary**

<b>Report Parameters</b>	
Report Date	September 10, 2007
Account Number	10456
Version	10.0
Budget Year Beginning	January 01, 2008
Budget Year Ending	December 31, 2008
Total Units	55
Phase Development	3 of 3
Inflation	3.00%
Annual Assessment Increase	3.00%
Interest Rate on Reserve Deposit	3.00%
Tax Rate on Interest	30.00%
Contingency	3.00%
2008 Beginning Balance	\$105,000.00

For budgeting purposes, unless otherwise indicated, we have used January 1990 to begin aging the original components in this reserve study.

This 55 unit condominium is located at the intersection of 1st Street and Main Street, Your Town, Your State, USA.

The last Applied Reserve Analysis, LLC field inspection was completed on June 1, 2008.

**CFM Model Summary of Calculations**

Required Monthly Contribution	\$3,576.92
<i>\$65.03 per unit monthly</i>	
Average Net Monthly Interest Earned	<u>\$189.24</u>
Total Monthly Allocation to Reserves	\$3,766.17
<i>\$68.47 per unit monthly</i>	

**Sample Reserve Study**  
**ARA-LLC • Component Funding Model Projection**

Report Date September 10, 2007  
 Beginning Fiscal Year January 01, 2008  
 Account Number 10456

Version Number 10.0

Beginning Balance: \$105,000

Year	Current Cost	Annual Contribution	Annual Interest	Annual Expenditures	Projected Ending Reserves	Fully Reserves	Percent Funded
2008	306,954	42,923	2,271	21,072	129,122	215,213	59%
2009	316,162	42,293	3,157	3,080	171,492	242,879	70%
2010	325,647	40,355	3,761	15,907	199,701	258,527	77%
2011	335,417	35,836	4,407	11,205	228,738	280,389	81%
2012	345,479	38,172	1,236	191,076	77,070	113,346	67%
2013	355,843	32,954	1,932	3,735	108,221	140,859	76%
2014	366,519	32,381	2,575	4,250	138,928	169,494	81%
2015	377,514	33,192	2,303	48,224	126,198	153,202	82%
2016	388,840	33,818	2,665	18,748	143,934	168,587	85%
2017	400,505	34,590	2,947	23,635	157,835	180,169	87%
2018	412,520	35,509	3,015	34,817	161,542	181,184	89%
2019	424,896	36,016	3,838		201,396	220,143	91%
2020	437,643	36,809	4,449	11,450	231,204	249,129	92%
2021	450,772	37,471	5,272	2,790	271,157	289,208	93%
2022	464,295	39,021	4,611	74,764	240,025	255,199	94%
2023	478,224	39,729	5,162	18,036	266,880	281,452	94%
2024	492,571	40,729	5,608	24,389	288,828	302,884	95%
2025	507,348	41,423	6,598		336,849	352,000	95%
2026	522,568	42,999	6,313	62,325	323,835	337,668	95%
2027	538,245	43,771	7,005	17,114	357,497	372,109	96%
2028	554,393	44,732	7,969	5,819	404,378	420,839	96%
2029	571,024	46,577	7,563	72,854	385,664	401,226	96%
2030	588,155	47,615	8,262	21,709	419,832	436,636	96%
2031	605,800	48,656	9,379	3,750	474,117	493,553	96%
2032	623,974	53,866	3,689	329,198	202,474	208,344	97%
2033	642,693	53,628	4,764	6,746	254,120	258,144	98%
2034	661,974	55,479	4,365	78,204	235,761	235,151	100%
2035	681,833	56,172	5,248	18,558	278,623	276,312	100%
2036	702,288	56,187	5,784	36,152	304,442	301,657	100%
2037	723,356	57,230	6,623	22,999	345,295	343,378	100%

**Sample Reserve Study**  
**ARA-LLC • Component Funding Model Assessment & Category Summary**

Report Date September 10, 2007  
 Beginning Fiscal Year January 01, 2008  
 Account Number 10456

Version Number 10.0

Description	Replacement Year	Useful Life	Adjustment	Remaining Life	Current Cost	Assigned Reserves	Fully Funded
<b>Streets, Asphalt</b>							
Streets - Asphalt Overlay	2012	20	2	4	78,532	5,233	64,253
Streets - Asphalt Repairs	2012	5	0	4	3,460	0	692
Streets - Asphalt Seal Coat	2012	5	0	4	6,300	0	1,260
Streets, Asphalt - Total					\$88,292	\$5,233	\$66,205
<b>Roofing</b>							
Roofs - Built Up w/Gravel, Replace	2015	14	0	7	29,115	0	14,557
Roofing - Total					\$29,115		\$14,557
<b>Gutters &amp; Downspouts</b>							
Gutters & Downspouts - Replace	2012	22	0	4	1,248	1,021	1,021
Gutters & Downspouts - Total					\$1,248	\$1,021	\$1,021
<b>Skylights</b>							
Skylights - Roof, Replace	2012	22	0	4	1,380	1,129	1,129
Skylights - Total					\$1,380	\$1,129	\$1,129
<b>Painting, Interior</b>							
Paint - Lobby, Atrium, & Halls	2010	8	0	2	13,209	9,907	9,907
Painting, Interior - Total					\$13,209	\$9,907	\$9,907
<b>Painting, Exterior</b>							
Paint - Metal	2008	5	0	0	3,222	3,222	3,222
Paint - Stucco	2012	10	0	4	37,975	22,785	22,785
Paint - Wood Siding	2011	5	0	3	1,900	760	760
Painting, Exterior - Total					\$43,097	\$26,767	\$26,767
<b>Fencing</b>							
Fence - Metal, Pool, Replace	2008	18	0	0	16,157	16,157	16,157
Fencing - Total					\$16,157	\$16,157	\$16,157
<b>Pool</b>							
Pool - Filter, Replace	2014	12	0	6	1,330	0	665
Pool - Replaster/Tile Replacement	2012	12	0	4	6,390	4,260	4,260
Pool Furniture - Replacement	2008	7	0	0	1,693	1,693	1,693
Pool Heater - Replacement	2014	12	0	6	2,229	0	1,114
Pool - Total					\$11,642	\$5,953	\$7,733



**Sample Reserve Study**  
**ARA-LLC • Component Funding Model Assessment & Category Summary**

Description	Replacement Year	Useful Life	Adjustment	Remaining Life	Current Cost	Assigned Reserves	Fully Funded
<b>Play Equipment</b>							
Play Equipment - Replace	2016	16	0	8	<u>12,900</u>	0	<u>6,450</u>
Play Equipment - Total					\$12,900		\$6,450
<b>Railings, Metal</b>							
Railing - Ext, Wrght Iron, Replace	2012	22	0	4	<u>3,588</u>	<u>2,936</u>	<u>2,936</u>
Railings, Metal - Total					\$3,588	\$2,936	\$2,936
<b>Lighting, Interior</b>							
Lighting - Ceiling Recess Rounds, Replace	2020	22	0	12	1,548	0	704
Lighting - EXIT/Emergency, Replace	2012	22	0	4	5,603	4,584	4,584
Lighting - Fluorescent Fixtures, Replace	2020	22	0	12	6,483	0	2,947
Lighting - Wall Sconces, Replace	2012	22	0	4	<u>6,279</u>	<u>5,137</u>	<u>5,137</u>
Lighting, Interior - Total					\$19,913	\$9,722	\$13,372
<b>Lighting, Exterior</b>							
Lighting - Buildings, Replace	2012	22	0	4	<u>1,866</u>	<u>1,527</u>	<u>1,527</u>
Lighting, Exterior - Total					\$1,866	\$1,527	\$1,527
<b>Floor Cover</b>							
Floor Cover - Carpet, Halls, Replace	2011	6	0	3	<u>8,355</u>	<u>4,177</u>	<u>4,177</u>
Floor Cover - Total					\$8,355	\$4,177	\$4,177
<b>Hot Water System</b>							
Boiler - Hot Water System, Replace	2032	30	0	24	16,391	0	3,278
Hot Water Storage Tank - Replace	2018	16	0	10	<u>3,090</u>	0	<u>1,159</u>
Hot Water System - Total					\$19,481		\$4,437
<b>Elevator</b>							
Elevator - Cab Refurbishing	2018	14	0	10	6,386	0	1,825
Elevator - Major Repairs	2012	18	0	4	<u>11,330</u>	<u>8,812</u>	<u>8,812</u>
Elevator - Total					\$17,716	\$8,812	\$10,637
<b>Gate Operator</b>							
Security - Gate Operators Sliding, Replace	2012	12	2	4	<u>4,038</u>	<u>2,884</u>	<u>2,884</u>
Gate Operator - Total					\$4,038	\$2,884	\$2,884
<b>Security</b>							
Security - Access Phone, Replace	2009	15	4	1	<u>2,990</u>	<u>2,833</u>	<u>2,833</u>
Security - Total					\$2,990	\$2,833	\$2,833
<b>Doors, Exterior</b>							
Doors - Exterior, Metal, Replace	2015	25	0	7	<u>8,403</u>	0	<u>6,050</u>
Doors, Exterior - Total					\$8,403		\$6,050

**Sample Reserve Study**  
**ARA-LLC • Component Funding Model Assessment & Category Summary**

Description	Replacement Year	Useful Life	Adjustment	Remaining Life	Current Cost	Assigned Reserves	Fully Funded
<b>Landscape Equipment</b>							
Irrigation Controller - Replace	2012	12	0	4	<u>1,780</u>	<u>1,187</u>	<u>1,187</u>
Landscape Equipment - Total					\$1,780	\$1,187	\$1,187
<b>Mailboxes</b>							
Mailboxes - Wall Clusters, Replace	2010	16	4	2	<u>1,785</u>	<u>1,606</u>	<u>1,606</u>
Mailboxes - Total					\$1,785	\$1,606	\$1,606
Total Asset Summary					<u>\$306,954</u>	<u>\$101,850</u>	<u>\$201,572</u>
Contingency at 3.00%						<u>\$3,150</u>	<u>\$6,234</u>
Summary Total						\$105,000	\$207,806
Fully Funded Level						51%	
Current Average Liability per Unit (Total Units: 55)						-\$1,868	

**Sample Reserve Study**  
**ARA-LLC • Distribution of Accumulated Reserves**

Report Date                    September 10, 2007  
Beginning Fiscal Year        January 01, 2008  
Account Number                10456

Version Number 10.0

Description	Remaining Life	Replacement Year	Assigned Reserves	Fully Funded Reserves
Fence - Metal, Pool, Replace	0	2008	16,157	16,157
Paint - Metal	0	2008	3,222	3,222
Pool Furniture - Replacement	0	2008	1,693	1,693
Security - Access Phone, Replace	1	2009	2,833	2,833
Mailboxes - Wall Clusters, Replace	2	2010	1,606	1,606
Paint - Lobby, Atrium, & Halls	2	2010	9,907	9,907
Floor Cover - Carpet, Halls, Replace	3	2011	4,177	4,177
Paint - Wood Siding	3	2011	760	760
Elevator - Major Repairs	4	2012	8,812	8,812
Gutters & Downspouts - Replace	4	2012	1,021	1,021
Irrigation Controller - Replace	4	2012	1,187	1,187
Lighting - Buildings, Replace	4	2012	1,527	1,527
Lighting - EXIT/Emergency, Replace	4	2012	4,584	4,584
Lighting - Wall Sconces, Replace	4	2012	5,137	5,137
Paint - Stucco	4	2012	22,785	22,785
Pool - Replaster/Tile Replacement	4	2012	4,260	4,260
Railing - Ext, Wrght Iron, Replace	4	2012	2,936	2,936
Security - Gate Operators Sliding, Replace	4	2012	2,884	2,884
Skylights - Roof, Replace	4	2012	1,129	1,129
Streets - Asphalt Overlay	4	2012	*5,233	64,253
Streets - Asphalt Repairs	4	2012		692
Streets - Asphalt Seal Coat	4	2012		1,260
Pool - Filter, Replace	6	2014		665
Pool Heater - Replacement	6	2014		1,114
Doors - Exterior, Metal, Replace	7	2015		6,050
Roofs - Built Up w/Gravel, Replace	7	2015		14,557
Play Equipment - Replace	8	2016		6,450
Elevator - Cab Refurbishing	10	2018		1,825
Hot Water Storage Tank - Replace	10	2018		1,159
Lighting - Ceiling Recess Rounds, Replace	12	2020		704
Lighting - Fluorescent Fixtures, Replace	12	2020		2,947
Boiler - Hot Water System, Replace	24	2032		3,278

**Sample Reserve Study**  
**ARA-LLC • Distribution of Accumulated Reserves**

Description	Remaining Life	Replacement Year	Assigned Reserves	Fully Funded Reserves
Total Asset Summary			<u>\$101,850</u>	<u>\$201,572</u>
Contingency at 3.00%			<u>\$3,150</u>	<u>\$6,234</u>
Summary Total			\$105,000	\$207,806
Fully Funded Level			51%	
Current Average Liability per Unit (Total Units: 55)			-\$1,868	
** Indicates Partially Funded				

**Sample Reserve Study**  
**ARA-LLC • Annual Expenditure Detail**

Report Date                September 10, 2007  
Beginning Fiscal Year    January 01, 2008  
Account Number            10456

Version Number 10.0

Description	Expenditures
<b>Replacement Year 2008</b>	
Fence - Metal, Pool, Replace	16,157
Paint - Metal	3,222
Pool Furniture - Replacement	<u>1,693</u>
Total for 2008	<b>\$21,072</b>
<b>Replacement Year 2009</b>	
Security - Access Phone, Replace	<u>3,080</u>
Total for 2009	<b>\$3,080</b>
<b>Replacement Year 2010</b>	
Mailboxes - Wall Clusters, Replace	1,894
Paint - Lobby, Atrium, & Halls	<u>14,013</u>
Total for 2010	<b>\$15,907</b>
<b>Replacement Year 2011</b>	
Floor Cover - Carpet, Halls, Replace	9,129
Paint - Wood Siding	<u>2,076</u>
Total for 2011	<b>\$11,205</b>
<b>Replacement Year 2012</b>	
Elevator - Major Repairs	12,752
Gutters & Downspouts - Replace	1,404
Irrigation Controller - Replace	2,003
Lighting - Buildings, Replace	2,100
Lighting - EXIT/Emergency, Replace	6,306
Lighting - Wall Sconces, Replace	7,067
Paint - Stucco	42,741
Pool - Replaster/Tile Replacement	7,192
Railing - Ext, Wrght Iron, Replace	4,038
Security - Gate Operators Sliding, Replace	4,545
Skylights - Roof, Replace	1,553
Streets - Asphalt Overlay	88,388
Streets - Asphalt Repairs	3,894
Streets - Asphalt Seal Coat	<u>7,091</u>
Total for 2012	<b>\$191,076</b>

**Sample Reserve Study**  
**ARA-LLC • Annual Expenditure Detail**

Description	Expenditures
<b>Replacement Year 2013</b>	
Paint - Metal	<u>3,735</u>
Total for 2013	<b>\$3,735</b>
<b>Replacement Year 2014</b>	
Pool - Filter, Replace	1,588
Pool Heater - Replacement	<u>2,662</u>
Total for 2014	<b>\$4,250</b>
<b>Replacement Year 2015</b>	
Doors - Exterior, Metal, Replace	10,335
Pool Furniture - Replacement	2,082
Roofs - Built Up w/Gravel, Replace	<u>35,808</u>
Total for 2015	<b>\$48,224</b>
<b>Replacement Year 2016</b>	
Paint - Wood Siding	2,407
Play Equipment - Replace	<u>16,341</u>
Total for 2016	<b>\$18,748</b>
<b>Replacement Year 2017</b>	
Floor Cover - Carpet, Halls, Replace	10,901
Streets - Asphalt Repairs	4,514
Streets - Asphalt Seal Coat	<u>8,220</u>
Total for 2017	<b>\$23,635</b>
<b>Replacement Year 2018</b>	
Elevator - Cab Refurbishing	8,582
Hot Water Storage Tank - Replace	4,153
Paint - Lobby, Atrium, & Halls	17,752
Paint - Metal	<u>4,330</u>
Total for 2018	<b>\$34,817</b>
<i>No Replacement in 2019</i>	
<b>Replacement Year 2020</b>	
Lighting - Ceiling Recess Rounds, Replace	2,207
Lighting - Fluorescent Fixtures, Replace	<u>9,243</u>
Total for 2020	<b>\$11,450</b>
<b>Replacement Year 2021</b>	
Paint - Wood Siding	<u>2,790</u>
Total for 2021	<b>\$2,790</b>

**Sample Reserve Study**  
**ARA-LLC • Annual Expenditure Detail**

Description	Expenditures
<b>Replacement Year 2022</b>	
Paint - Stucco	57,441
Pool Furniture - Replacement	2,561
Streets - Asphalt Repairs	5,233
Streets - Asphalt Seal Coat	<u>9,529</u>
Total for 2022	<b>\$74,764</b>
<b>Replacement Year 2023</b>	
Floor Cover - Carpet, Halls, Replace	13,016
Paint - Metal	<u>5,020</u>
Total for 2023	<b>\$18,036</b>
<b>Replacement Year 2024</b>	
Irrigation Controller - Replace	2,856
Pool - Replaster/Tile Replacement	10,254
Security - Access Phone, Replace	4,798
Security - Gate Operators Sliding, Replace	<u>6,480</u>
Total for 2024	<b>\$24,389</b>
<i>No Replacement in 2025</i>	
<b>Replacement Year 2026</b>	
Fence - Metal, Pool, Replace	27,506
Mailboxes - Wall Clusters, Replace	3,039
Paint - Lobby, Atrium, & Halls	22,487
Paint - Wood Siding	3,235
Pool - Filter, Replace	2,264
Pool Heater - Replacement	<u>3,795</u>
Total for 2026	<b>\$62,325</b>
<b>Replacement Year 2027</b>	
Streets - Asphalt Repairs	6,067
Streets - Asphalt Seal Coat	<u>11,047</u>
Total for 2027	<b>\$17,114</b>
<b>Replacement Year 2028</b>	
Paint - Metal	<u>5,819</u>
Total for 2028	<b>\$5,819</b>
<b>Replacement Year 2029</b>	
Floor Cover - Carpet, Halls, Replace	15,542

**Sample Reserve Study**  
**ARA-LLC • Annual Expenditure Detail**

Description	Expenditures
<b><i>Replacement Year 2029 continued...</i></b>	
Pool Furniture - Replacement	3,149
Roofs - Built Up w/Gravel, Replace	<u>54,162</u>
Total for 2029	<b>\$72,854</b>
 <b>Replacement Year 2030</b>	
Elevator - Major Repairs	<u>21,709</u>
Total for 2030	<b>\$21,709</b>
 <b>Replacement Year 2031</b>	
Paint - Wood Siding	<u>3,750</u>
Total for 2031	<b>\$3,750</b>
 <b>Replacement Year 2032</b>	
Boiler - Hot Water System, Replace	33,320
Elevator - Cab Refurbishing	12,981
Paint - Stucco	77,195
Play Equipment - Replace	26,223
Streets - Asphalt Overlay	159,639
Streets - Asphalt Repairs	7,033
Streets - Asphalt Seal Coat	<u>12,807</u>
Total for 2032	<b>\$329,198</b>
 <b>Replacement Year 2033</b>	
Paint - Metal	<u>6,746</u>
Total for 2033	<b>\$6,746</b>
 <b>Replacement Year 2034</b>	
Gutters & Downspouts - Replace	2,691
Hot Water Storage Tank - Replace	6,664
Lighting - Buildings, Replace	4,024
Lighting - EXIT/Emergency, Replace	12,083
Lighting - Wall Sconces, Replace	13,541
Paint - Lobby, Atrium, & Halls	28,486
Railing - Ext, Wrght Iron, Replace	7,738
Skylights - Roof, Replace	<u>2,976</u>
Total for 2034	<b>\$78,204</b>
 <b>Replacement Year 2035</b>	
Floor Cover - Carpet, Halls, Replace	<u>18,558</u>
Total for 2035	<b>\$18,558</b>



**Sample Reserve Study**  
**ARA-LLC • Annual Expenditure Detail**

Description	Expenditures
<b>Replacement Year 2036</b>	
Irrigation Controller - Replace	4,073
Paint - Wood Siding	4,347
Pool - Replaster/Tile Replacement	14,620
Pool Furniture - Replacement	3,873
Security - Gate Operators Sliding, Replace	<u>9,239</u>
Total for 2036	<b>\$36,152</b>
 <b>Replacement Year 2037</b>	
Streets - Asphalt Repairs	8,153
Streets - Asphalt Seal Coat	<u>14,846</u>
Total for 2037	<b>\$22,999</b>

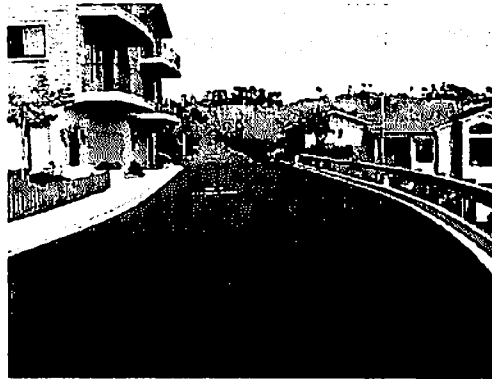
**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

Report Date September 10, 2007  
 Beginning Fiscal Year January 01, 2008  
 Account Number 10456

Version Number 10.0

**Streets - Asphalt Overlay - 2012**

Asset ID	1069	Asset Cost	\$78,532.00
Category	Streets, Asphalt	Percent Replacement	100%
Placed in Service	January 1990	Future Cost	\$88,388.45
Useful Life	20	Assigned Reserves	\$5,232.91
Adjustment	2	Monthly Assessment	\$1,485.12
Replacement Year	2012	Interest Contribution	<u>\$17.00</u>
Remaining Life	4	Reserve Allocation	\$1,502.12



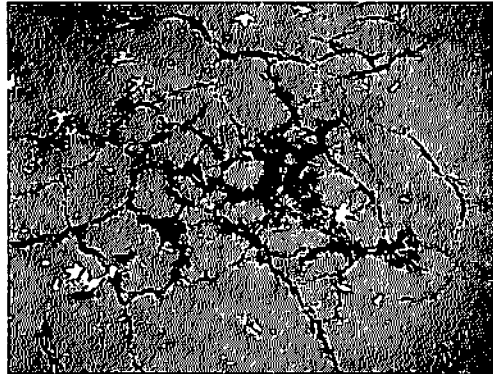
35,000 - sq. ft. of asphalt overlay	@	\$2.10 =	\$73,500.00
7 - manhole cover adjustments	@	472.00 =	3,304.00
12 - valve cover adjustments	@	144.00 =	<u>1,728.00</u>
		Total =	\$78,532.00

The cost of asphalt overlay is based on a minimum thickness of 1.5" and includes the cost of applying a paving fabric.

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Streets - Asphalt Repairs - 2012**

Asset ID	1058	35,000 sq. ft.	@ \$6.59
		Asset Cost	\$3,459.75
		Percent Replacement	1.5%
Category	Streets, Asphalt	Future Cost	\$3,893.97
Placed in Service	January 2007	Assigned Reserves	<i>none</i>
Useful Life	5		
		Monthly Assessment	\$69.92
Replacement Year	2012	Interest Contribution	<u>\$0.80</u>
Remaining Life	4	Reserve Allocation	\$70.73



The useful life on the asphalt repairs has been adjusted to align with the future cycle of the asphalt sealing.

It is estimated that a percentage of the asphalt areas will require repair or replacement. The actual condition of the asphalt should be monitored through time and the estimates adjusted accordingly.

The actual date this item was "placed in service" was not available. For budgeting purposes, we have estimated this date based upon its present condition.

**Streets - Asphalt Seal Coat - 2012**

Asset ID	1059	35,000 sq. ft.	@ \$0.18
		Asset Cost	\$6,300.00
		Percent Replacement	100%
Category	Streets, Asphalt	Future Cost	\$7,090.70
Placed in Service	January 2007	Assigned Reserves	<i>none</i>
Useful Life	5		
		Monthly Assessment	\$127.33
Replacement Year	2012	Interest Contribution	<u>\$1.45</u>
Remaining Life	4	Reserve Allocation	\$128.79

**Sample Reserve Study  
ARA-LLC • Detail Report by Category**

*Streets - Asphalt Seal Coat continued...*



Asphalt surfaces should be sealed within 3 years of their initial installation. Thereafter, a 4 to 5 year cycle should be observed and adjusted according to the client's particular needs.

The cost includes any restriping that may be necessary.

The actual date this item was "placed in service" was not available. For budgeting purposes, we have estimated this date based upon its present condition.

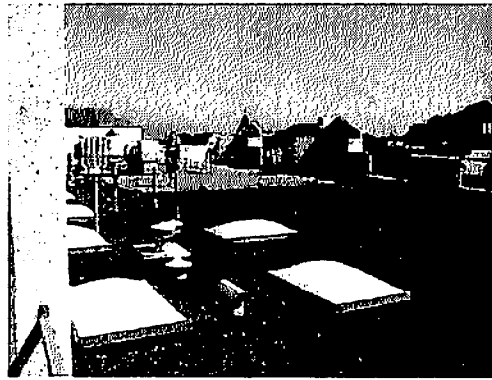
The replacement cost for this asset has been adjusted downward due to the large quantity to be replaced or maintained.

<b>Streets, Asphalt - Total Current Cost</b>	<b>\$88,292</b>
<b>Assigned Reserves</b>	<b>\$5,233</b>
<b>Fully Funded Reserves</b>	<b>\$66,205</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Roofs - Built Up w/Gravel, Replace - 2015**

Asset ID	1001	5,090 sq. ft.	@ \$5.72
Category	Roofing	Asset Cost	\$29,114.80
Placed in Service	June 2001	Percent Replacement	100%
Useful Life	14	Future Cost	\$35,807.53
Replacement Year	2015	Assigned Reserves	<i>none</i>
Remaining Life	7	Monthly Assessment	\$355.85
		Interest Contribution	<u>\$4.07</u>
		Reserve Allocation	\$359.93



The client advises that these roofs were replaced during June 2001 for \$18,476.

Main building	-	3,890	
Building A	-	<u>1,200</u>	
Total	=	5,090	sq. ft.

It is recommended that the association secure cost proposals for the roofing replacement from qualified roofing contractors or consultants as soon as practical. Roofing costs have risen significantly due to new environmental and safety regulations, as well as higher costs of materials. In addition, existing or changes to roofing specifications, choice of the quality of the product, possible structural repairs, or other unknown factors can add to the cost. We can amend this analysis using the current cost proposals in an updated or revised reserve study when the information becomes available.

**Included**

The cost used on this component includes the removal and disposal of the existing material.

The cost used on this component includes the removal and disposal of the existing material.

The roofing specifications are unknown; therefore, the cost used on this built-up roof is based upon replacing it with a 3-ply roof membrane. The useful life estimate is based upon the assumption that the roof will be inspected annually and maintained as needed.

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

<b>Roofing - Total Current Cost</b>	<b>\$29,115</b>
<b>Assigned Reserves</b>	<b>\$0</b>
<b>Fully Funded Reserves</b>	<b>\$14,557</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Gutters & Downspouts - Replace - 2012**

Asset ID	1004	170 lin. ft.	@ \$7.34
		Asset Cost	\$1,247.80
		Percent Replacement	100%
Category	Gutters & Downspouts	Future Cost	\$1,404.40
Placed in Service	January 1990	Assigned Reserves	\$1,020.92
Useful Life	22		
		Monthly Assessment	\$5.28
Replacement Year	2012	Interest Contribution	<u>\$0.06</u>
Remaining Life	4	Reserve Allocation	\$5.34

There are gutters and downspouts on Building A only.

gutters	-	110	
downspouts	-	<u>60</u>	
Total	=	170	lin. ft.

<b>Gutters &amp; Downspouts - Total Current Cost</b>	<b>\$1,248</b>
<b>Assigned Reserves</b>	<b>\$1,021</b>
<b>Fully Funded Reserves</b>	<b>\$1,021</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Skylights - Roof, Replace - 2012**

Asset ID	1013	2 skylights	@ \$690.00
Category	Skylights	Asset Cost	\$1,380.00
Placed in Service	January 1990	Percent Replacement	100%
Useful Life	22	Future Cost	\$1,553.20
Replacement Year	2012	Assigned Reserves	\$1,129.09
Remaining Life	4	Monthly Assessment	\$5.84
		Interest Contribution	<u>\$0.06</u>
		Reserve Allocation	\$5.90



These skylights are 4' by 3'.

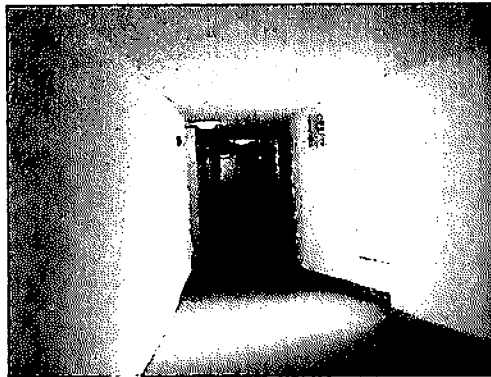
<b>Skylights - Total Current Cost</b>	<b>\$1,380</b>
<b>Assigned Reserves</b>	<b>\$1,129</b>
<b>Fully Funded Reserves</b>	<b>\$1,129</b>



**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Paint - Lobby, Atrium, & Halls - 2010**

Asset ID	1011	18,870 sq. ft.	@ \$0.70
Category	Painting, Interior	Asset Cost	\$13,209.00
Placed in Service	May 2002	Percent Replacement	100%
Useful Life	8	Future Cost	\$14,013.42
Replacement Year	2010	Assigned Reserves	\$9,906.75
Remaining Life	2	Monthly Assessment	\$135.08
		Interest Contribution	<u>\$1.54</u>
		Reserve Allocation	\$136.63



The client advises that the entire association was painted, interior and exteriors, during May 2002. This is the interiors for the main building. Building A has no interiors.

entry doors	-	690	
lobby	-	1,130	
hallway/atrium, 1st floor	-	4,380	
hallway, 2nd floor	-	1,610	
hallway, 3rd floor	-	1,610	
hallway, 4th floor	-	420	
garage, wall only	-	3,840	
stairwells	-	<u>5,190</u>	
Total	=	18,870	sq. ft.

<b>Painting, Interior - Total Current Cost</b>	<b>\$13,209</b>
<b>Assigned Reserves</b>	<b>\$9,907</b>
<b>Fully Funded Reserves</b>	<b>\$9,907</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Paint - Metal - 2008**

Asset ID	1067	2,148 sq. ft.	@ \$1.50
		Asset Cost	\$3,222.00
Category	Painting, Exterior	Percent Replacement	100%
Placed in Service	May 2002	Future Cost	\$3,222.00
Useful Life	5	Assigned Reserves	\$3,222.00
Replacement Year	2008	Monthly Assessment	\$53.09
Remaining Life	0	Interest Contribution	<u>\$0.60</u>
		Reserve Allocation	\$53.70

This asset budgets for painting the metal fencing, gates and deck railing.

The client advises that the entire association was painted, interior and exteriors, during May 2002.

**Paint - Stucco - 2012**

Asset ID	1007	Asset Cost	\$37,975.00
		Percent Replacement	100%
Category	Painting, Exterior	Future Cost	\$42,741.19
Placed in Service	May 2002	Assigned Reserves	\$22,785.00
Useful Life	10		
Replacement Year	2012	Monthly Assessment	\$322.55
Remaining Life	4	Interest Contribution	<u>\$3.69</u>
		Reserve Allocation	\$326.25



The client advises that the entire association was painted, interior and exteriors, during May 2002.

This is a five story building.

24,500 - sq. ft. of stucco, Main Building @ \$1.55 = \$37,975.00

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

*Paint - Stucco continued...*

Total = \$37,975.00

The actual date this item was "placed in service" was not available. For budgeting purposes, we have estimated this date based upon its present condition.

**Paint - Wood Siding - 2011**

Asset ID	1066	Asset Cost	\$1,900.00
Category	Painting, Exterior	Percent Replacement	100%
Placed in Service	January 2006	Future Cost	\$2,076.18
Useful Life	5	Assigned Reserves	\$760.00
Replacement Year	2011	Monthly Assessment	\$30.65
Remaining Life	3	Interest Contribution	<u>\$0.35</u>
		Reserve Allocation	\$31.00



The client advises that the entire association was painted, interior and exteriors, during May 2002.

This is a two story building.

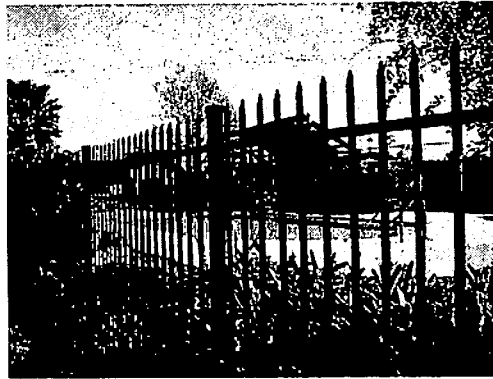
2,000 - sq. ft., siding, bldg A	@	\$0.95 =	<u>\$1,900.00</u>
		Total =	\$1,900.00

<b>Painting, Exterior - Total Current Cost</b>	<b>\$43,097</b>
<b>Assigned Reserves</b>	<b>\$26,767</b>
<b>Fully Funded Reserves</b>	<b>\$26,767</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Fence - Metal, Pool, Replace - 2008**

Asset ID	1016	Asset Cost	\$16,156.60
		Percent Replacement	100%
Category	Fencing	Future Cost	\$16,156.60
Placed in Service	January 1990	Assigned Reserves	\$16,156.60
Useful Life	18		
Replacement Year	2008	Monthly Assessment	\$94.24
Remaining Life	0	Interest Contribution	<u>\$1.07</u>
		Reserve Allocation	\$95.32



This is painted steel tubular fencing with a spear top.

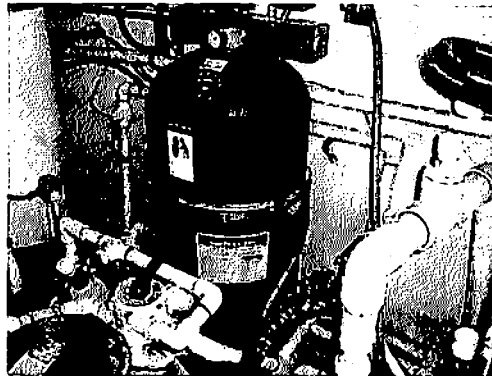
120 - lin. ft. of 6'H fencing, pool	@	\$47.98 =	\$5,757.60
1 - gate, 2'W x 6'H	@	198.00 =	198.00
150 - lin. ft., driveway, 6'H	@	47.98 =	7,197.00
1 - vehicle gate, 18'x6'H, driveway	@	3,004.00 =	<u>3,004.00</u>
		Total =	\$16,156.60

<b>Fencing - Total Current Cost</b>	<b>\$16,157</b>
<b>Assigned Reserves</b>	<b>\$16,157</b>
<b>Fully Funded Reserves</b>	<b>\$16,157</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Pool - Filter, Replace - 2014**

Asset ID	1063	Asset Cost	\$1,330.00
		Percent Replacement	100%
Category	Pool	Future Cost	\$1,588.08
Placed in Service	January 2002	Assigned Reserves	<i>none</i>
Useful Life	12		
		Monthly Assessment	\$18.61
Replacement Year	2014	Interest Contribution	<u>\$0.21</u>
Remaining Life	6	Reserve Allocation	\$18.82



The pool contractor advises that this Purex 60 sq. ft. pool filter was placed in serviced during 2002.

The actual month this item was "placed in service" was not available. For budgeting purposes we have used the month corresponding to the beginning of the client's fiscal year.

**Pool - Replaster/Tile Replacement - 2012**

Asset ID	1060	Asset Cost	\$6,390.20
		Percent Replacement	100%
Category	Pool	Future Cost	\$7,192.22
Placed in Service	January 2000	Assigned Reserves	\$4,260.13
Useful Life	12		
		Monthly Assessment	\$45.95
Replacement Year	2012	Interest Contribution	<u>\$0.52</u>
Remaining Life	4	Reserve Allocation	\$46.48

**Sample Reserve Study  
ARA-LLC • Detail Report by Category**

*Pool - Replaster/Tile Replacement continued...*



The pool appears to be in good condition.

800 - sq. ft. of pool replastering	@	\$5.27 =	\$4,216.00
120 - lin. ft. of trim tile	@	15.53 =	1,863.60
20 - lin. ft. of lane tile	@	15.53 =	<u>310.60</u>
		Total =	\$6,390.20

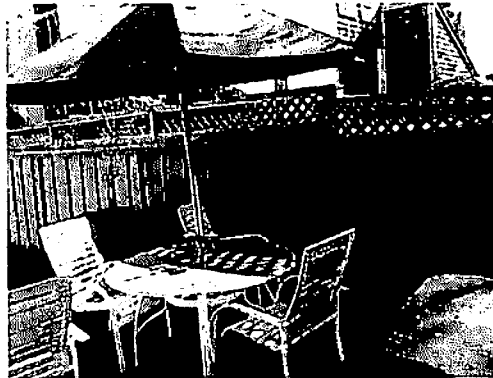
The actual date this item was "placed in service" was not available. For budgeting purposes, we have estimated this date based upon its present condition.

**Pool Furniture - Replacement - 2008**

Asset ID	1061	Asset Cost	\$1,693.00
Category	Pool	Percent Replacement	100%
Placed in Service	January 2001	Future Cost	\$1,693.00
Useful Life	7	Assigned Reserves	\$1,693.00
Replacement Year	2008	Monthly Assessment	\$20.69
Remaining Life	0	Interest Contribution	<u>\$0.23</u>
		Reserve Allocation	\$20.92

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

*Pool Furniture - Replacement continued...*



This Tropi-Kai style furniture appears to be in good conditon.

4 - chairs	@	\$226.00 =	\$904.00
1 - brunch table	@	373.00 =	373.00
1 - fabric umbrella	@	416.00 =	<u>416.00</u>
		Total =	\$1,693.00

**Pool Heater - Replacement - 2014**

Asset ID	1062	Asset Cost	\$2,229.00
Category	Pool	Percent Replacement	100%
Placed in Service	January 2002	Future Cost	\$2,661.54
Useful Life	12	Assigned Reserves	<i>none</i>
Replacement Year	2014	Monthly Assessment	\$31.19
Remaining Life	6	Interest Contribution	<u>\$0.35</u>
		Reserve Allocation	\$31.54



The pool contractor advises that this 400K Teledyne Laars pool heater is original and is in

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

*Pool Heater - Replacement continued...*

poor condition.

<b>Pool - Total Current Cost</b>	<b>\$11,642</b>
<b>Assigned Reserves</b>	<b>\$5,953</b>
<b>Fully Funded Reserves</b>	<b>\$7,733</b>



**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Play Equipment - Replace - 2016**

Asset ID	1064	Asset Cost	\$12,900.00
		Percent Replacement	100%
Category	Play Equipment	Future Cost	\$16,341.33
Placed in Service	January 2000	Assigned Reserves	<i>none</i>
Useful Life	16		
		Monthly Assessment	\$140.57
Replacement Year	2016	Interest Contribution	<u>\$1.60</u>
Remaining Life	8	Reserve Allocation	\$142.18



The actual date this item was "placed in service" was not available. For budgeting purposes, we have estimated this date based upon its present condition.

<b>Play Equipment - Total Current Cost</b>	<b>\$12,900</b>
<b>Assigned Reserves</b>	<b>\$0</b>
<b>Fully Funded Reserves</b>	<b>\$6,450</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Railing - Ext, Wrght Iron, Replace - 2012**

Asset ID	1053	Asset Cost	\$3,588.00
		Percent Replacement	100%
Category	Railings, Metal	Future Cost	\$4,038.32
Placed in Service	January 1990	Assigned Reserves	\$2,935.63
Useful Life	22		
		Monthly Assessment	\$15.18
Replacement Year	2012	Interest Contribution	<u>\$0.17</u>
Remaining Life	4	Reserve Allocation	\$15.36



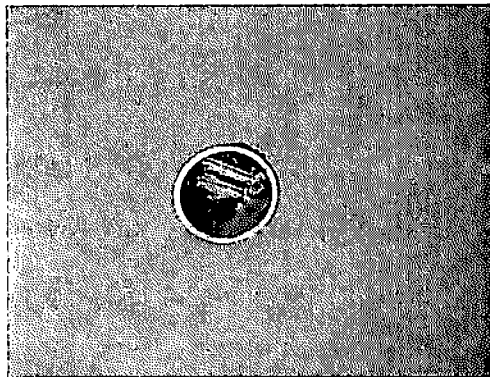
120 - lin. ft. of 3.5'H railing, decks	@	\$29.90 =	<u>\$3,588.00</u>
		Total =	\$3,588.00

<b>Railings, Metal - Total Current Cost</b>	<b>\$3,588</b>
<b>Assigned Reserves</b>	<b>\$2,936</b>
<b>Fully Funded Reserves</b>	<b>\$2,936</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Lighting - Ceiling Recess Rounds, Replace - 2020**

Asset ID	1026	12 fixtures	@ \$129.00
		Asset Cost	\$1,548.00
Category	Lighting, Interior	Percent Replacement	100%
Placed in Service	August 1998	Future Cost	\$2,207.07
Useful Life	22	Assigned Reserves	<i>none</i>
		Monthly Assessment	\$12.11
Replacement Year	2020	Interest Contribution	<u>\$0.13</u>
Remaining Life	12	Reserve Allocation	\$12.25



The client advises that all light fixtures were replaced or modified during August 1998, to reduce electricity usage and, therefore reduce costs. The hallway wall sconces, emergency double spots, and EXIT signs were not part of this program.

**Lighting - EXIT/Emergency, Replace - 2012**

Asset ID	1022	Asset Cost	\$5,603.00
		Percent Replacement	100%
Category	Lighting, Interior	Future Cost	\$6,306.22
Placed in Service	January 1990	Assigned Reserves	\$4,584.27
Useful Life	22		
		Monthly Assessment	\$23.71
Replacement Year	2012	Interest Contribution	<u>\$0.27</u>
Remaining Life	4	Reserve Allocation	\$23.98

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

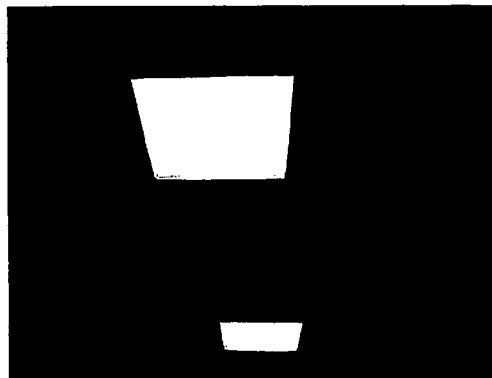
*Lighting - EXIT/Emergency, Replace continued...*



13 - EXIT emergency signs@	@	\$431.00 =	<u>\$5,603.00</u>
		Total =	\$5,603.00

**Lighting - Fluorescent Fixtures, Replace - 2020**

Asset ID	1020	Asset Cost	\$6,483.00
Category	Lighting, Interior	Percent Replacement	100%
Placed in Service	August 1998	Future Cost	\$9,243.20
Useful Life	22	Assigned Reserves	<i>none</i>
Replacement Year	2020	Monthly Assessment	\$50.75
Remaining Life	12	Interest Contribution	<u>\$0.58</u>
		Reserve Allocation	\$51.33



The client advises that all light fixtures were replaced or modified during August 1998, to reduce electricity usage and, therefore reduce costs .

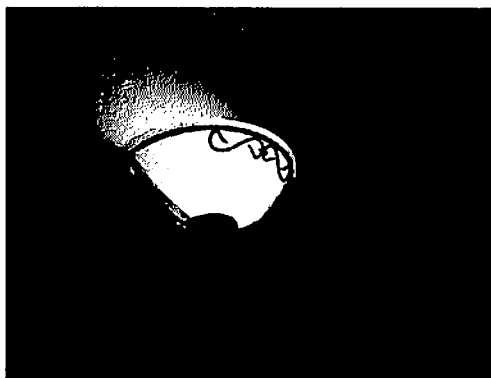
**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

*Lighting - Fluorescent Fixtures, Replace continued...*

24 - fluor, 8' dbl, w/o lens, garage	@	\$171.00 =	\$4,104.00
3 - fluor, 4' dbl, w/o lens, garage	@	103.00 =	309.00
15 - fluor, 4' dbl, w/lens, hallways	@	138.00 =	<u>2,070.00</u>
		Total =	\$6,483.00

**Lighting - Wall Sconces, Replace - 2012**

Asset ID	1024	39 sconces	@ \$161.00
		Asset Cost	\$6,279.00
Category	Lighting, Interior	Percent Replacement	100%
Placed in Service	January 1990	Future Cost	\$7,067.06
Useful Life	22	Assigned Reserves	\$5,137.36
Replacement Year	2012	Monthly Assessment	\$26.57
Remaining Life	4	Interest Contribution	<u>\$0.30</u>
		Reserve Allocation	\$26.88



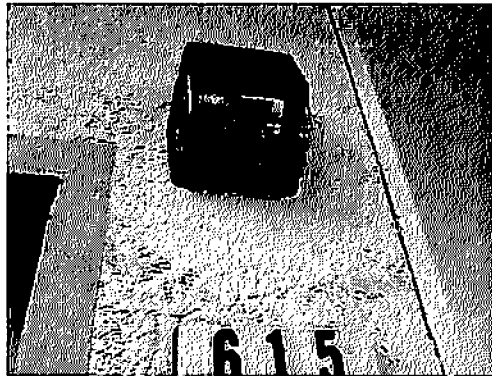
These wall sconces are located in the hallways.

<b>Lighting, Interior - Total Current Cost</b>	<b>\$19,913</b>
<b>Assigned Reserves</b>	<b>\$9,722</b>
<b>Fully Funded Reserves</b>	<b>\$13,372</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Lighting - Buildings, Replace - 2012**

Asset ID	1068	Asset Cost	\$1,866.00
		Percent Replacement	100%
Category	Lighting, Exterior	Future Cost	\$2,100.19
Placed in Service	January 1990	Assigned Reserves	\$1,526.72
Useful Life	22		
		Monthly Assessment	\$7.89
Replacement Year	2012	Interest Contribution	<u>\$0.09</u>
Remaining Life	4	Reserve Allocation	\$7.98



4 - vapor flood fixtures, Main Building	@	\$438.00 =	\$1,752.00
2 - wall mount lanterns, Building A	@	57.00 =	<u>114.00</u>
		Total =	\$1,866.00

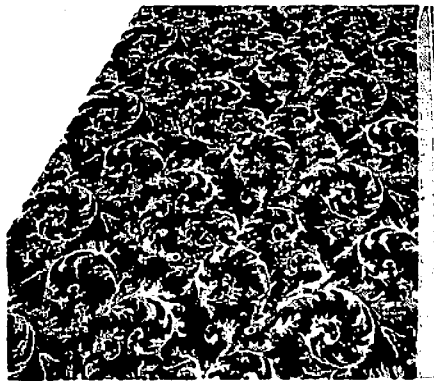
All cost estimates have been calculated based upon the original inventory as identified in this section. It is likely that future replacements will vary and therefore the cost used may be considered as a general indication of budgetary needs rather than specific for these components.

<b>Lighting, Exterior - Total Current Cost</b>	<b>\$1,866</b>
<b>Assigned Reserves</b>	<b>\$1,527</b>
<b>Fully Funded Reserves</b>	<b>\$1,527</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Floor Cover - Carpet, Halls, Replace - 2011**

Asset ID	1027	160 sq. yds.	@ \$48.80
		Asset Cost	\$8,354.56
Category	Floor Cover	Percent Replacement	107%
Placed in Service	January 2005	Future Cost	\$9,129.25
Useful Life	6	Assigned Reserves	\$4,177.28
Replacement Year	2011	Monthly Assessment	\$113.27
Remaining Life	3	Interest Contribution	<u>\$1.29</u>
		Reserve Allocation	\$114.56



The client advises that this new carpeting was installed during December 1998 for \$6,998.

1st floor	-	45	
2nd floor	-	50	
3rd floor	-	50	
4th floor	-	<u>15</u>	
Total	=	160	sq. yds.

The measurement indicated represents the actual area to be replaced. The percentage of replacement has been increased above 100% to allow for a waste factor which should be considered when replacing this component.

The current cost used on this asset is based upon actual expenditures incurred at last replacement, and has been adjusted for inflation where applicable.

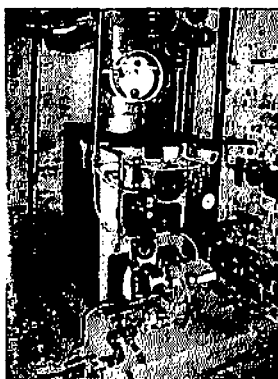
Date for budgeting purposes, we have used the next fiscal year's beginning date as the placed-in-service date for this component.

<b>Floor Cover - Total Current Cost</b>	<b>\$8,355</b>
<b>Assigned Reserves</b>	<b>\$4,177</b>
<b>Fully Funded Reserves</b>	<b>\$4,177</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Boiler - Hot Water System, Replace - 2032**

Asset ID	1039	Asset Cost	\$16,391.00
		Percent Replacement	100%
Category	Hot Water System	Future Cost	\$33,319.52
Placed in Service	March 2002	Assigned Reserves	<i>none</i>
Useful Life	30		
		Monthly Assessment	\$80.02
Replacement Year	2032	Interest Contribution	<u>\$0.91</u>
Remaining Life	24	Reserve Allocation	\$80.94



This is a 15,500 KBTU input, Teledyne Laars boiler. The client advises that it was replaced during March 2002 for \$15,000.

The cost estimates on this asset were originally provided by the client, and have been adjusted to allow for inflationary changes.

**Hot Water Storage Tank - Replace - 2018**

Asset ID	1040	Asset Cost	\$3,090.00
		Percent Replacement	100%
Category	Hot Water System	Future Cost	\$4,152.70
Placed in Service	March 2002	Assigned Reserves	<i>none</i>
Useful Life	16		
		Monthly Assessment	\$27.96
Replacement Year	2018	Interest Contribution	<u>\$0.32</u>
Remaining Life	10	Reserve Allocation	\$28.28



**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

*Hot Water Storage Tank - Replace continued...*



This is an insulated, 150 gallon, hot water storage tank. The client advises that this water storage tank was placed in service during March 2002 with the boiler for \$2913.

The current cost used on this asset is based upon actual expenditures incurred at last replacement, and has been adjusted for inflation where applicable.

<b>Hot Water System - Total Current Cost</b>	<b>\$19,481</b>
<b>Assigned Reserves</b>	<b>\$0</b>
<b>Fully Funded Reserves</b>	<b>\$4,437</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Elevator - Cab Refurbishing - 2018**

Asset ID	1036	Asset Cost	\$6,386.00
		Percent Replacement	100%
Category	Elevator	Future Cost	\$8,582.24
Placed in Service	January 2004	Assigned Reserves	<i>none</i>
Useful Life	14		
		Monthly Assessment	\$57.79
Replacement Year	2018	Interest Contribution	<u>\$0.66</u>
Remaining Life	10	Reserve Allocation	\$58.46

This is a 5' x 6.5' elevator cab.

**Elevator - Major Repairs - 2012**

Asset ID	1037	Asset Cost	\$11,330.00
		Percent Replacement	100%
Category	Elevator	Future Cost	\$12,752.01
Placed in Service	January 1994	Assigned Reserves	\$8,812.22
Useful Life	18		
		Monthly Assessment	\$56.89
Replacement Year	2012	Interest Contribution	<u>\$0.65</u>
Remaining Life	4	Reserve Allocation	\$57.54

This category is for the additional major repair costs associated with hydraulic style elevators such as valve and cylinder replacements. Cab refurbishing alone is generally sufficient for traction style elevators as all additional maintenance is usually covered within the elevator service agreements.

<b>Elevator - Total Current Cost</b>	<b>\$17,716</b>
<b>Assigned Reserves</b>	<b>\$8,812</b>
<b>Fully Funded Reserves</b>	<b>\$10,637</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Security - Gate Operators Sliding, Replace - 2012**

Asset ID	1030	Asset Cost	\$4,038.00
		Percent Replacement	100%
Category	Gate Operator	Future Cost	\$4,544.80
Placed in Service	January 1998	Assigned Reserves	\$2,884.28
Useful Life	12		
Adjustment	2	Monthly Assessment	\$25.28
Replacement Year	2012	Interest Contribution	<u>\$0.28</u>
Remaining Life	4	Reserve Allocation	\$25.57



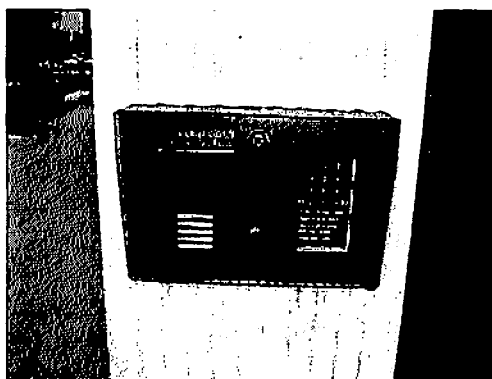
The gate operator opens the driveway vehicle gate. It appears to be in working order.  
The useful life of this asset has been extended due to its present condition.

<b>Gate Operator - Total Current Cost</b>	<b>\$4,038</b>
<b>Assigned Reserves</b>	<b>\$2,884</b>
<b>Fully Funded Reserves</b>	<b>\$2,884</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Security - Access Phone, Replace - 2009**

Asset ID	1028	Asset Cost	\$2,990.00
		Percent Replacement	100%
Category	Security	Future Cost	\$3,079.70
Placed in Service	January 1990	Assigned Reserves	\$2,832.63
Useful Life	15		
Adjustment	4	Monthly Assessment	\$13.86
Replacement Year	2009	Interest Contribution	<u>\$0.15</u>
Remaining Life	1	Reserve Allocation	\$14.02



This is a Nutone, "hands free", access phone. It is in working condition.

The useful life of this asset has been extended due to its present condition.

<b>Security - Total Current Cost</b>	<b>\$2,990</b>
<b>Assigned Reserves</b>	<b>\$2,833</b>
<b>Fully Funded Reserves</b>	<b>\$2,833</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Doors - Exterior, Metal, Replace - 2015**

Asset ID	1014	Asset Cost	\$8,403.00
Category	Doors, Exterior	Percent Replacement	100%
Placed in Service	January 1990	Future Cost	\$10,334.62
Useful Life	25	Assigned Reserves	<i>none</i>
Replacement Year	2015	Monthly Assessment	\$102.70
Remaining Life	7	Interest Contribution	<u>\$1.17</u>
		Reserve Allocation	\$103.88

9 - doors, 3'W x 7'H, solid core, stairwells @	\$487.00 =	\$4,383.00
6 - doors, 3'W x 7'H, solid core, parking area@	487.00 =	2,922.00
2 - doors, 4'W x 8'H, Main Bldg, util, 2 vents@	549.00 =	<u>1,098.00</u>
	Total =	\$8,403.00

<b>Doors, Exterior - Total Current Cost</b>	<b>\$8,403</b>
<b>Assigned Reserves</b>	<b>\$0</b>
<b>Fully Funded Reserves</b>	<b>\$6,050</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

<b>Irrigation Controller - Replace - 2012</b>
---

Asset ID	1046	Asset Cost	\$1,780.00
		Percent Replacement	100%
Category	Landscape Equipment	Future Cost	\$2,003.40
Placed in Service	January 2000	Assigned Reserves	\$1,186.66
Useful Life	12		
		Monthly Assessment	\$12.80
Replacement Year	2012	Interest Contribution	<u>\$0.14</u>
Remaining Life	4	Reserve Allocation	\$12.94

The landscape contractor advises that these Irritrol irrigation controllers are in poor condition.

2 - 8 station controllers	@	\$890.00 =	<u>\$1,780.00</u>
		Total =	\$1,780.00

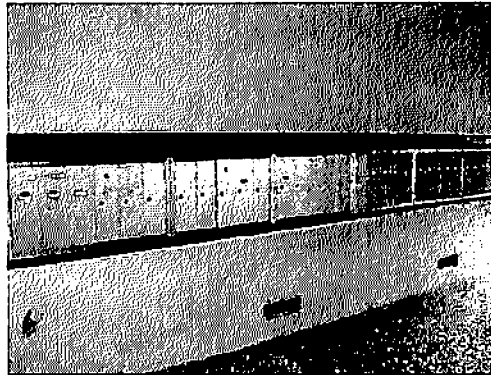
The information used on this asset has been provided with the assistance of the client's maintenance contractor.

<b>Landscape Equipment - Total Current Cost</b>	<b>\$1,780</b>
<b>Assigned Reserves</b>	<b>\$1,187</b>
<b>Fully Funded Reserves</b>	<b>\$1,187</b>

**Sample Reserve Study**  
**ARA-LLC • Detail Report by Category**

**Mailboxes - Wall Clusters, Replace - 2010**

Asset ID	1047	35 boxes	@ \$51.00
		Asset Cost	\$1,785.00
		Percent Replacement	100%
Category	Mailboxes	Future Cost	\$1,893.70
Placed in Service	January 1990	Assigned Reserves	\$1,606.50
Useful Life	16		
Adjustment	4	Monthly Assessment	\$8.01
Replacement Year	2010	Interest Contribution	<u>\$0.09</u>
Remaining Life	2	Reserve Allocation	\$8.10



These mailboxes are located in the lobby.

<b>Mailboxes - Total Current Cost</b>	<b>\$1,785</b>
<b>Assigned Reserves</b>	<b>\$1,606</b>
<b>Fully Funded Reserves</b>	<b>\$1,606</b>

**Sample Reserve Study  
ARA-LLC • Detail Report by Category**

**Detail Report Summary**

**Total of All Assets**

Assigned Reserves	\$101,850.00
Monthly Contribution	\$3,469.61
Monthly Interest	\$183.56
Monthly Allocation	\$3,653.18

**Contingency at 3.00%**

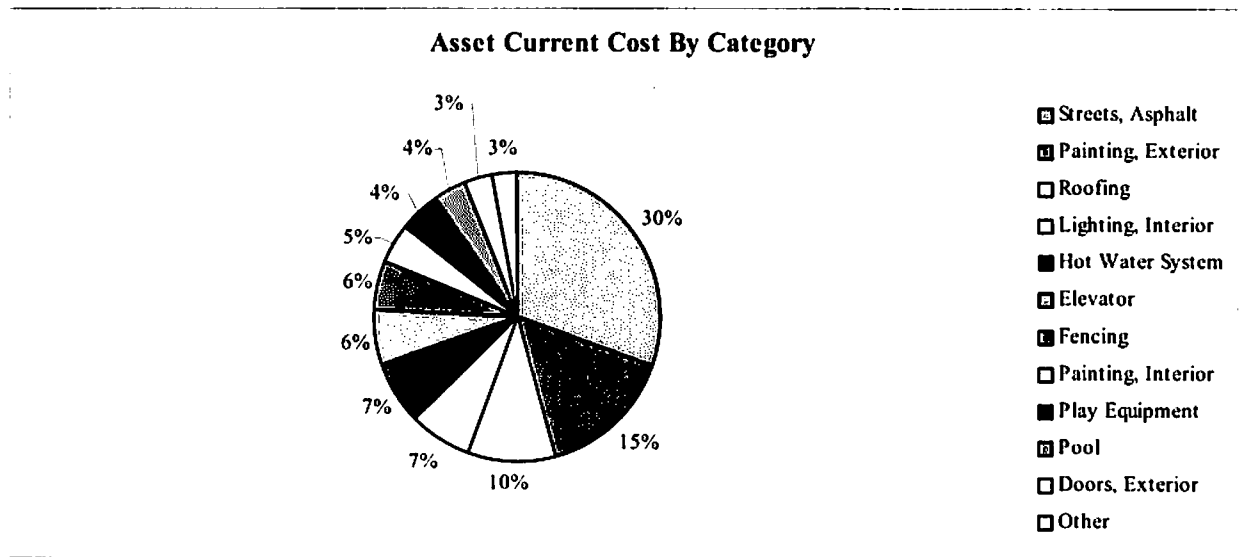
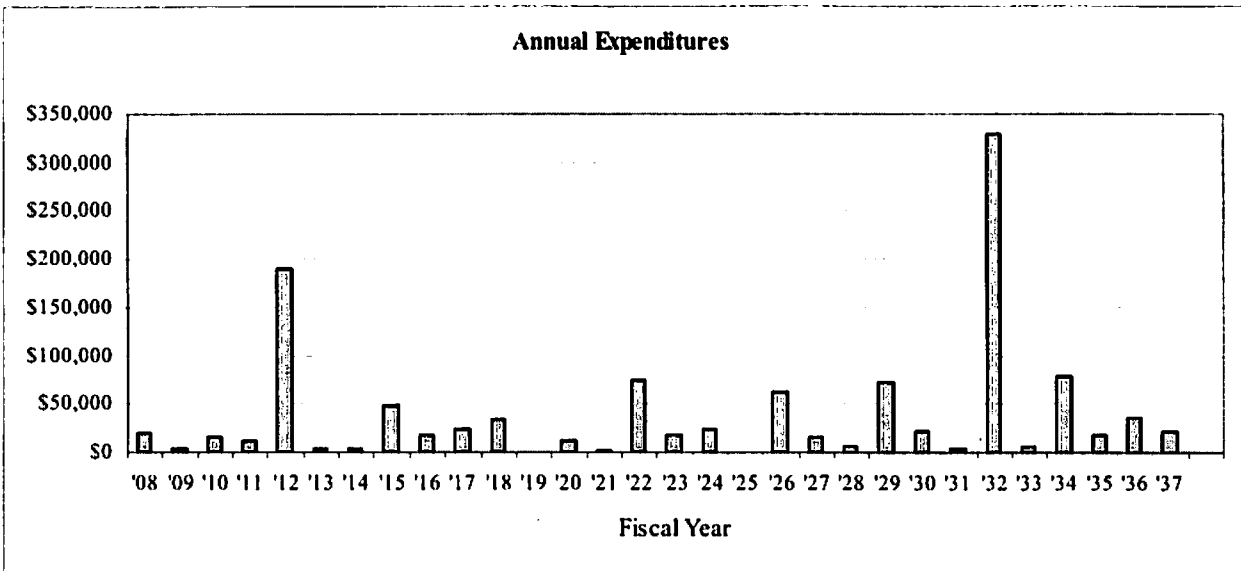
Assigned Reserves	\$3,150.00
Monthly Contribution	\$107.30
Monthly Interest	\$5.67
Monthly Allocation	\$112.98

**Grand Total**

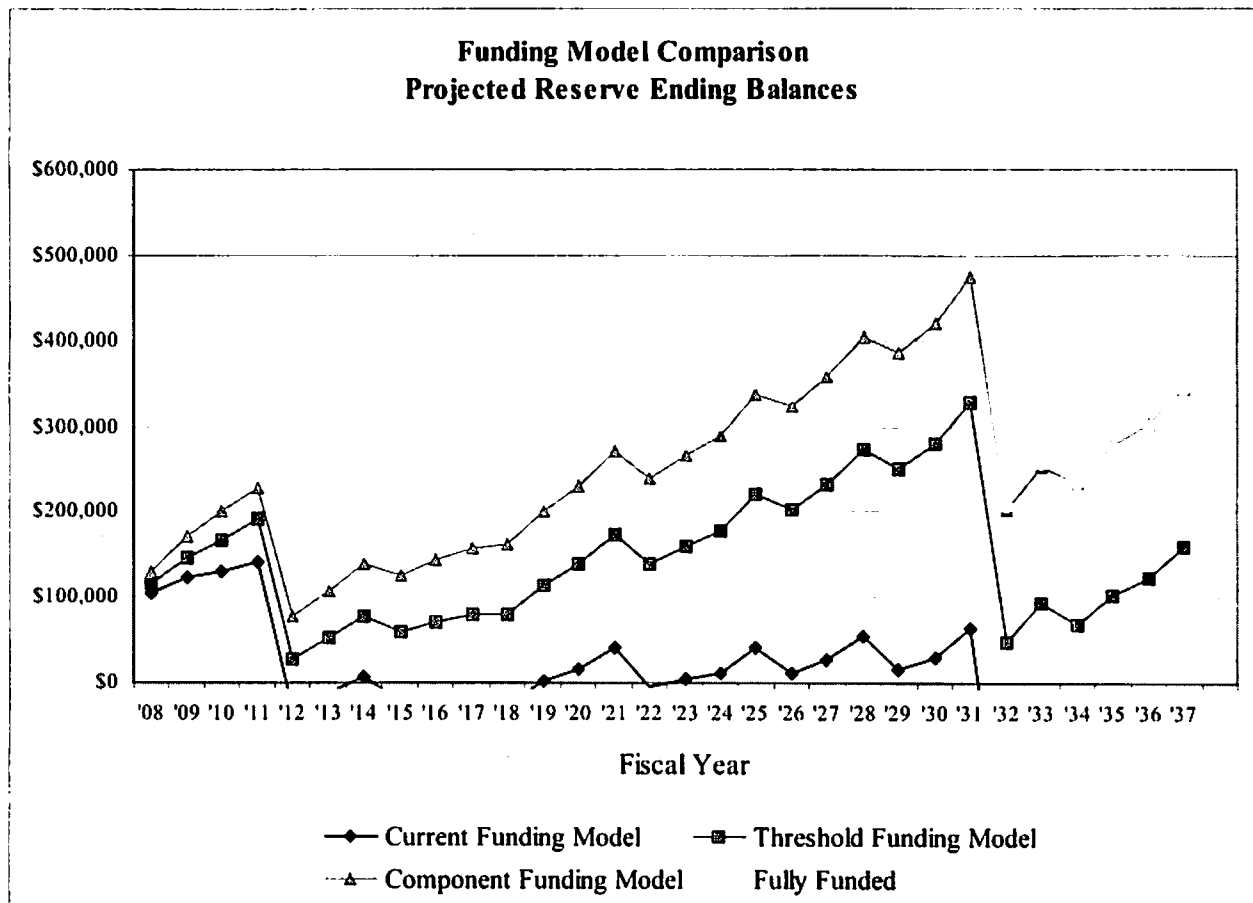
Assigned Reserves	\$105,000.00
Monthly Contribution	\$3,576.92
Monthly Interest	\$189.24
Monthly Allocation	\$3,766.17



### Sample Reserve Study ARA-LLC • Annual Asset Expenditure Charts

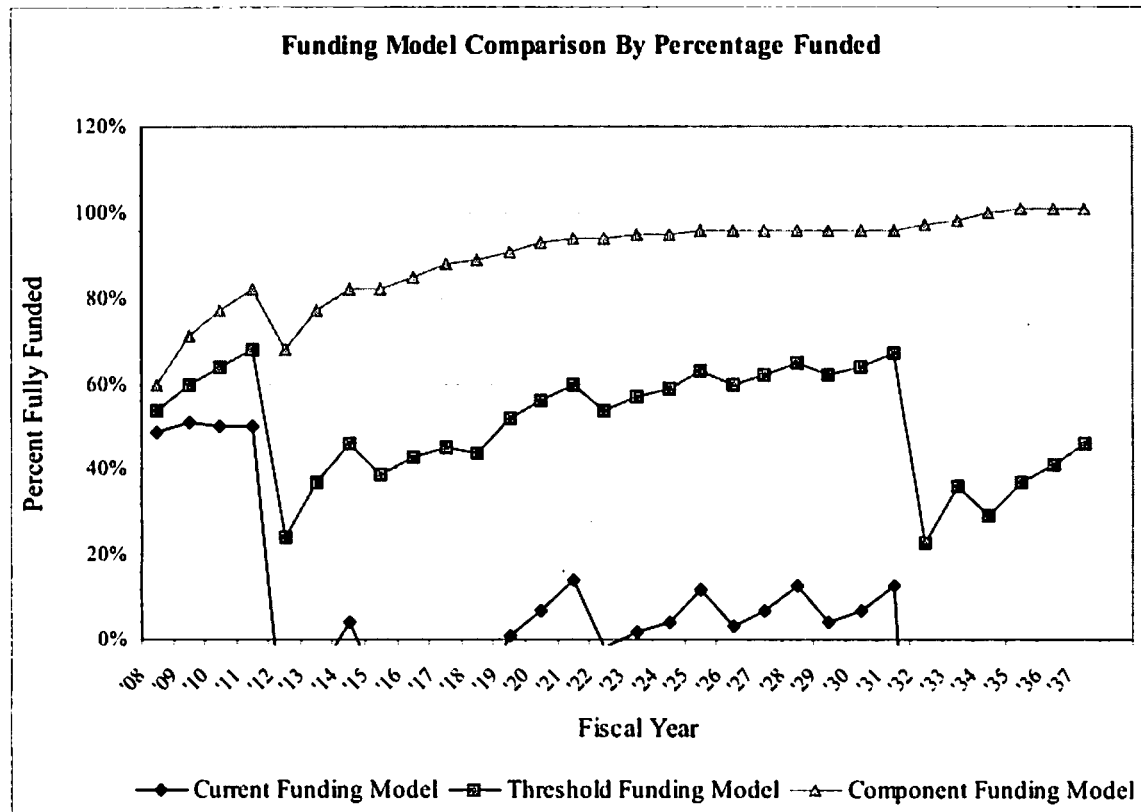


**Sample Reserve Study**  
**ARA-LLC • Funding Model Reserve Ending Balance Comparison Chart**



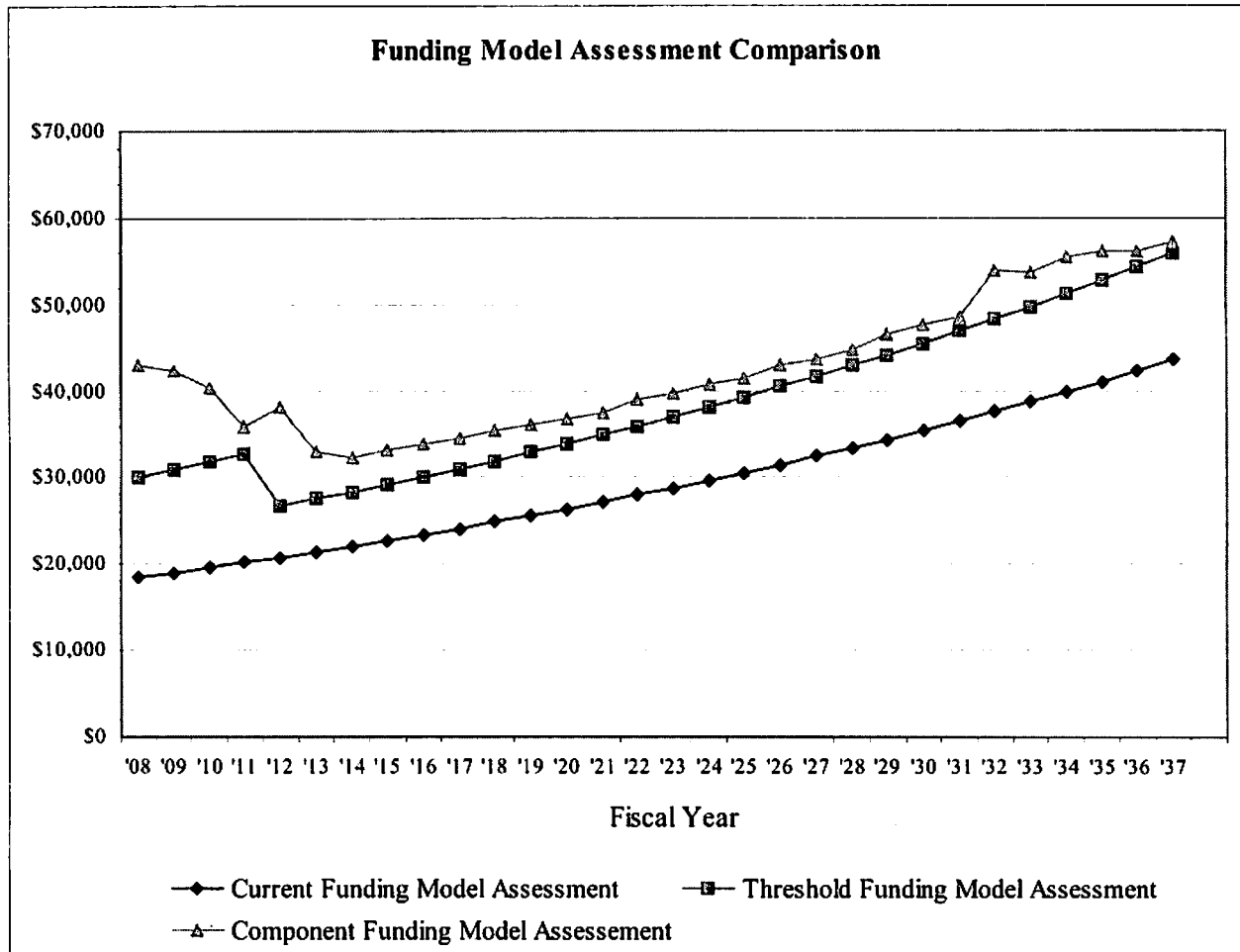
The chart above compares the projected reserve ending balances of the three funding models (Current Assessment Funding Model, Threshold Funding Model and Component Funding Model) over 30 years.

**Sample Reserve Study**  
**ARA-LLC • Funding Model Comparison By Percent Funded Chart**



The chart above compares the three funding models (Current Assessment Funding Model, Threshold Funding Model and Component Funding Model) by the percentage fully funded over 30 years. This allows your association to view and then choose the funding model that might best fit your community's needs.

**Sample Reserve Study**  
**ARA-LLC • Funding Model Annual Assessment Comparison Chart**



The chart above compares the annual assessment of the three funding models (Current Assessment Funding Model, Threshold Funding Model and Component Funding Model) over 30 years.

**Sample Reserve Study**  
**ARA-LLC • Category Detail Index**

Asset ID	Description	Replacement	Page
1039	Boiler - Hot Water System, Replace	2032	2-39
1014	Doors - Exterior, Metal, Replace	2015	2-44
1036	Elevator - Cab Refurbishing	2018	2-41
1037	Elevator - Major Repairs	2012	2-41
1016	Fence - Metal, Pool, Replace	2008	2-27
1027	Floor Cover - Carpet, Halls, Replace	2011	2-38
1004	Gutters & Downspouts - Replace	2012	2-22
1040	Hot Water Storage Tank - Replace	2018	2-39
1046	Irrigation Controller - Replace	2012	2-45
1068	Lighting - Buildings, Replace	2012	2-37
1026	Lighting - Ceiling Recess Rounds, Replace	2020	2-34
1022	Lighting - EXIT/Emergency, Replace	2012	2-34
1020	Lighting - Fluorescent Fixtures, Replace	2020	2-35
1024	Lighting - Wall Sconces, Replace	2012	2-36
1047	Mailboxes - Wall Clusters, Replace	2010	2-46
1011	Paint - Lobby, Atrium, & Halls	2010	2-24
1067	Paint - Metal	2008	2-25
1007	Paint - Stucco	2012	2-25
1066	Paint - Wood Siding	2011	2-26
1064	Play Equipment - Replace	2016	2-32
1063	Pool - Filter, Replace	2014	2-28
1060	Pool - Replaster/Tile Replacement	2012	2-28
1061	Pool Furniture - Replacement	2008	2-29
1062	Pool Heater - Replacement	2014	2-30
1053	Railing - Ext, Wrght Iron, Replace	2012	2-33
1001	Roofs - Built Up w/Gravel, Replace	2015	2-20
1028	Security - Access Phone, Replace	2009	2-43
1030	Security - Gate Operators Sliding, Replace	2012	2-42
1013	Skylights - Roof, Replace	2012	2-23
1069	Streets - Asphalt Overlay	2012	2-17
1058	Streets - Asphalt Repairs	2012	2-18
1059	Streets - Asphalt Seal Coat	2012	2-18
Total Funded Assets		32	
Total Unfunded Assets		<u>0</u>	
Total Assets		32	

LAW OFFICES  
**TRIANO & BYRNE**  
25 JESSIE STREET., 16<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94105-2749  
TELEPHONE (415) 371-8000  
FACSIMILE: (415) 371-8001

**Exhibit B**

**Ernest C. Lahti**

---

**From:** "Rebecca Bloomquist, Marketing Director" <Marketing@ReserveAnalyst.com>  
**To:** "Ernest C. Lahti" <ernest@ARA-LLC.com>  
**Sent:** Monday, December 13, 2004 4:37 PM  
**Attach:** ARA-HELi.doc  
**Subject:** Revised License agreement

I've attached a revised version of our agreement. I have added a #5 in the body of the agreement. This will, or should, keep your office from encountering disruptions in your smooth business operations. You just won't be able to do any beta testing (the entire office that is, there might be the occasional opportunity for you and Dan to hash things out in regards to new features), no more downloads, you will get the newest version of the software as it is released just like everyone else.

I hope that we are to the point of dealing with the land grab for exclusive territory now. I can easily understand the reasoning of not marketing to your direct competitors and the management companies. I do, however, reserve the right to market to individual HOA's with the complete understanding that I will only sell to the HOA exclusively and not to the HOA's management company. I plan to market to the individual HOA all the while suggesting that they contact a reserve professional for guidance - that will be you. This will make more opportunities for ARA, not less - in my humble opinion.

Rebecca

--

Highlands Electronics LLC  
Reserve Analyst: *Software for the Reserve Professional*  
P.O. Box 797  
Vernon, AZ 85940  
Phone: 800-561-0173  
Fax: 928-537-3377

LAW OFFICES  
**TRIANO & BYRNE**  
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SAN FRANCISCO, CA 94105-2749  
TELEPHONE (415) 371-8000  
FACSIMILE: (415) 371-8001

**Exhibit C**



## Reserve Analyst© Professional Licensing Agreement

Licensor: Dan and Rebecca Bloomquist, dba Highlands Electronics LLC and/or Reserve Analyst© software located in Vernon, Arizona.

Licensee: Ernest and Linda Lahti dba Lahti Financial Group and/or Applied Reserve Analysis, LLC located in Clearlake Oaks, California and San Rafael, California.

The licensor agrees to provide the licensee with Reserve Analyst© software for an annual fee of \$2,000.00 (Two Thousand dollars) minimum with a \$10,000 (Ten Thousand dollars) annual maximum fee. This license fee is based upon 5% of gross sales for reserve study preparation services only. ~~Any other fees that Applied Reserve Analysis, LLC collects are not a part of the license agreement.~~ The initial payment of \$2,000.00 (Two Thousand dollars) is due and payable before December 31, 2004. Reporting and additional licensing payments will be made quarterly within 30 days after the last day of March, June, September and December.

Upon Licensor's request and at mutually agreeable times, but no more than once in any calendar year, Licensor or an agent of Licensor shall be provided reasonable access at Licensee's place of business during normal business hours to the sales records of Licensee for the purpose of audit.

For this fee the licensor agrees to the following conditions:

1. The latest version of the reserve software shall be provided to the licensee as it becomes available.
2. Technical software support shall be available to the licensee during normal business hours.
3. Consideration of the licensee's requests for software amendments, additions, or error corrections shall be addressed in a timely manner.
4. The licensee shall not regularly be used for Beta Testing the new software versions unless the versioning is a result of a request of the licensee.
5. Licensee is encouraged to make suggestions for new software features. All suggestions made by Licensee should be explained either by phone conversation or in writing to Licensor. Licensee agrees to provide technical support to Licensor in regards to any new feature suggested. Any or all new suggested features will become available in the next software version release.
6. The licensor shall keep on hand the software version currently being used by the licensee to assist in any trouble shooting events as needed.
7. Whereas the Licensee has ~~spent 12 years and thousands of dollars~~ developed their northern California business, the Licensor agrees not to market software to companies whose primary business is reserve study preparation and common interest development management firms in the following California counties without the written approval of the licensee:

- |                |                 |               |
|----------------|-----------------|---------------|
| • Contra Costa | • San Mateo     | • Mendocino   |
| • Sonoma       | • Santa Clara   | • Sierra      |
| • Napa         | • San Francisco | • Nevada      |
| • Solano       | • Santa Cruz    | • Placer      |
| • Sacramento   | • Monterey      | • El Dorado   |
| • Marin        | • San Benito    | • San Joaquin |
| • Alameda      | • Butte         |               |

The Licensee has included in its marketing materials information about the licensor's software product and advocating its use. A copy of this information will be provided to the Licensor within 30 days of this signed agreement. Licensor reserves the right to edit or otherwise reasonably control the content of this information. Therefore, when the licensor is marketing in the licensee's exclusive territory to self managed common interest developments it shall mention the availability of services of the licensee to this potential client. The information provided to self managed common interest developments within the Licensee's exclusive territory will be provided upon interest expressed by the self managed common interest developments for a demo version of the software for review. Licensee will provide an appropriately sized pre-printed information flier to be enclosed with the demo of the software that will describe the services offered by the Licensee when mailed to the self managed common interest developments within their territory.

The licensee agrees to the following:

1. To assist in marketing software to its clients whenever ethically possible.
2. To provide technical support to the licensor.
3. The licensee will continue to market the services of the licensor in its marketing materials.

The term of this agreement is 1 year beginning in January 1, 2005. This agreement may be renewed annually, if both parties agree. If the licensee's business is transferred to another entity this software license will remain in effect until the expiration of the current licensing period. At that time either party may choose to renegotiate.

#### **Termination**

Should the Licensee or Licensor commit a material breach of its obligations hereunder, or should any representation of Licensee or Licensor prove to be untrue in any material respect, Licensor or Licensee, at its option, may terminate this agreement on 30 days' written notice to the other party. Such notice shall identify and describe the default upon which termination is based. Licensee or Licensor shall have 30 days to cure such default, which, when effected, shall prevent termination by virtue of such default.

#### **No Assertion of Rights**

It is expressly understood and agreed that, as between Licensor and Licensee, all right, title and interest in and to Reserve Analyst© software vests solely and exclusively in the Licensor. Licensee shall neither derive nor assert any title or interest in or to Reserve Analyst© software except as granted under this agreement.

#### **Independent Contractor Status**

Licensee is an independent contractor under this agreement and nothing here-in shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Licensee shall have no authority to enter into agreements of any kind on behalf of Licensor and shall not have the power or authority to bind or obligate Licensor in any manner to any third party.

#### **Scope of Agreement**

The parties hereto affirm that this agreement is the complete and exclusive statement of agreement between them and supersedes all proposals, understandings and communications between the parties relating to the licensing of Reserve Analyst© software. This agreement may be amended only by a subsequent writing that specifically refers to this agreement and is signed by representatives of both parties and no other act, document, usage or custom shall be deemed to amend this agreement.

By installing or using this Highlands Electronics LLC product (the "RESERVE ANALYST SOFTWARE") you indicate your agreement to the terms of this License Agreement. If you do not agree to the terms herein, you are not authorized to copy or use the RESERVE ANALYST SOFTWARE. The RESERVE ANALYST SOFTWARE, including all images, photographs, icons and text incorporated in the RESERVE ANALYST SOFTWARE, is owned by the Highlands Electronics LLC or its suppliers and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed herein, all rights are reserved to the Highlands Electronics LLC and its suppliers. You may not reverse engineer, decompile or disassemble the RESERVE ANALYST SOFTWARE.

ATTENTION: USE OF THE RESERVE ANALYST SOFTWARE IS SUBJECT TO THE TERMS SET FORTH BELOW IN THIS AGREEMENT. USING THE RESERVE ANALYST SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU ARE NOT AUTHORIZED TO USE THIS RESERVE ANALYST SOFTWARE.

#### **NO WARRANTIES**

To the maximum extent permitted by applicable law, the Highlands Electronics LLC expressly disclaims any warranty for the product. The product and any related documentation is provided "as is" without warranty of any kind, either express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose and noninfringement of third party proprietary rights. The entire risk arising out of use or performance of the product remains with you.

#### **NO LIABILITY FOR DAMAGES**

To the maximum extent permitted by applicable law, neither the Highlands Electronics LLC nor its suppliers shall be liable for any incidental, special or consequential damages whatsoever (including without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of or relating to the use or inability to use this product, even if the Highlands Electronics LLC has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. Furthermore, the Highlands Electronics LLC's liability for direct damages shall not exceed the license fee, if any, paid by you for use of the product.

#### **Governing Law**

All questions concerning the validity, operation, interpretation and construction of this agreement will be governed by and determined in accordance with the laws of the State of Arizona.

In witness whereof, the parties have caused this agreement to be executed by authorized representatives as set forth below:

Dated \_\_\_\_\_, 2004

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

LAW OFFICES  
**TRIANO & BYRNE**  
25 JESSIE STREET., 16<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94105-2749  
TELEPHONE (415) 371-8000  
FACSIMILE: (415) 371-8001

**Exhibit D**

HIGHLANDS ELECTRONICS LLC

January 31, 2006

## Reserve Analyst

*Software for the Reserve Professional*



P.O. Box 797  
Vernon, AZ 85940

Phone: 800-561-0173  
Fax: 928-537-3377

Email:  
Marketing@ReserveAnalyst.com  
www.ReserveAnalyst.com

Mr. Ernest Lahti  
Mrs. Linda Lahti  
Applied Reserve Analysis, L.L.C.  
Lahti Financial Group  
1556 New Long Valley Rd  
Clearlake Oaks, CA 95423  
Phone: 800-500-8505  
Fax: 800-500-7305

RE: Contract Negotiation for Reserve Analyst® Software

Dear Mr. & Mrs. Lahti,

This letter is to inform you that the one (1) year Professional Licensing Agreement of 2005 expired on December 31, 2005. At this time there is no Professional Licensing Agreement in place for your continued use of Reserve Analyst® software.

We will extend the negotiation period for a Professional Licensing Agreement to February 28, 2006. During this period you are required to pay our monthly fee of \$835.00 (Eight Hundred Thirty-Five dollars) to continue using Reserve Analyst® software. The month of January is due and payable immediately and the February fee is due on the last day of February, 2006. The date of a signed and mutually agreed upon Professional Licensing Agreement will begin a new Professional Licensing Agreement term.

In the event that there is no signed Professional Licensing Agreement on or before February 28, 2006 you will no longer be licensed to use Reserve Analyst® software. You will be required to stop using Reserve Analyst® software immediately and deliver to Highlands Electronics LLC or destroy all copies of Reserve Analyst® software and furnish to Highlands Electronics LLC a certification by an owner/member of Applied Reserve Analysis, L.L.C. or Lahti Financial Group verifying that such delivery or destruction has been completed.

Use of Reserve Analyst® software after February 28, 2006, with no signed Professional Licensing Agreement, will bring appropriate legal action to protect our copyright and other legal rights.

Best Regards,

Rebecca Bloomquist  
Highlands Electronics LLC  
Marketing Director

cc: Timothy B. Shaffery, Attorney At Law  
cc: Rebecca Jannell Owens, Council

**Ernest C. Lahti**

---

**From:** "Rebecca Bloomquist, Marketing Director" <Marketing@ReserveAnalyst.com>  
**To:** "Don Thomas" <DRTENTLTD@aol.com>; "Ernest C. Lahti" <ernest@ARA-LLC.com>; "Linda" <linda@ara-llc.com>; "Dan Bloomquist" <db@lakeweb.com>  
**Sent:** Tuesday, February 28, 2006 11:14 AM  
**Attach:** Pro-LicA.pdf; ARA-LLC-.pdf  
**Subject:** Final contract for signature

Dear Don, Ernest, Linda and Dan,

I have made the final revisions to the Professional Licensing Agreement as described in e-mail from Don Thomas "Date: Mon, 27 Feb 2006 23:56:44 EST". The PDF file is attached for review and signature. Please, print two copies, sign, and return both. In turn, Highlands Electronics, LLC will sign both copies and return one to Applied Reserve Analysis, L.L.C. for their files.

I have also attached an invoice for payment to use the software for the months of January and February as well as the initial payment of \$2,000.00 (two thousand dollars) for the new Professional Licensing Agreement term.

Best Regards,  
Rebecca Bloomquist

--

**Highlands Electronics LLC**  
**Reserve Analyst: *Software for the Reserve Professional***  
**P.O. Box 797**  
**Vernon, AZ 85940**  
**Phone: 800-561-0173**  
**Fax: 928-537-3377**

# Reserve Analyst© Professional Licensing Agreement

## 5 Year Automatic Renew

This agreement is between:

**Licensor:** Dan and Rebecca Bloomquist, dba Highlands Electronics LLC, a limited liability corporation, and/or Reserve Analyst© software located at #75 County Road 3151, Vernon, Arizona 85940, hereafter referred to as Licensor; and

**Licensee:** Ernest and Linda Lahti dba Lahti Financial Group and/or Applied Reserve Analysis, LLC located at 1556 New Long Valley Road, Clearlake Oaks, California 95423 and 4040 Civic Center Drive, Suite 200 San Rafael, California 94903, hereafter referred to as Licensee

**License Fee(s):** Minimum fee: \$2,000.00 (two thousand dollars) annually

Maximum fee: \$10,000 (ten thousand dollars) in the first year of this agreement, and increased in each successive year by the CPI published by the Federal Reserve in the previous year, hereafter referred to as License Fee.

This License Fee is based upon 5% of gross sales of Licensee for reserve study preparation services only. Any other fees collected by Licensee, not part of the original contract, e.g., extra copies of the report, meetings, depositions, etc., are not a part of the Licensing Agreement fee structure (License Fee). The initial payment of \$2,000.00 (Two Thousand dollars) is due and payable prior to each licensing year.

In order to continue to retain an 'Exclusive Rights Territory', as outlined in (6.) below, Licensee is required to annually pay the Maximum License Fee. Failure to remit the annual Maximum License Fee each year of this licensing agreement will cause the 'Exclusive Rights Territory', as outlined in (6.) below, to become null and void for the duration of this Licensing Agreement. Reporting and additional licensing payments will be made quarterly within 30 days after the last day of May, August, November and February. At the discretion of the Licensee, payments can be made monthly or the Maximum Licensee fee may be paid as a lump sum.

Upon Licensor's request, and at mutually agreeable times, but no more than once in any calendar year, Licensor, or an agent of Licensor, shall be provided reasonable access at Licensee's place of business, during normal business hours, to the sales records of Licensee for the purpose of audit.

The License Fee entitles and obligates the Licensor to the following:

1. The latest version of reserve software shall be provided to Licensee as it becomes available.
2. Technical software support shall be available to Licensee during normal business hours.
3. Licensee shall not be used for Beta Testing new software versions.
4. The Licensor shall keep the source code for the currently released version of the software on hand so as to remedy any technical problems in a timely manner for that release.
5. In the event Licensor discovers a technical problem with the current software release, the Licensee will be notified within 5 business days and resolution will be made as stated in article (4.) above.
6. Whereas the Licensee has developed their northern California business, the Licensor agrees not to direct market software to the following California counties without the written approval of the Licensee, Hereafter referred to as "Exclusive Rights Territory":
 

<ul style="list-style-type: none"> <li>• Contra Costa</li> <li>• Sonoma</li> <li>• Napa</li> <li>• Solano</li> <li>• Sacramento</li> <li>• Marin</li> <li>• Alameda</li> </ul>	<ul style="list-style-type: none"> <li>• San Mateo</li> <li>• Santa Clara</li> <li>• San Francisco</li> <li>• Santa Cruz</li> <li>• Monterey</li> <li>• San Benito</li> <li>• Butte</li> </ul>	<ul style="list-style-type: none"> <li>• Mendocino</li> <li>• Sierra</li> <li>• Nevada</li> <li>• Placer</li> <li>• El Dorado</li> <li>• San Joaquin</li> </ul>
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**Definitions:** For the purpose of this License Agreement the following terms will be defined.

**Direct Market:** Advertising circulars or other printed matter sent directly through the mail to prospective customers or contributors. Direct marketing is a form of marketing that attempts to send its messages directly to consumers, using "addressable" media, such as mail. Therefore, direct marketing differs from regular advertising in that it does not place its messages on a third party medium, or in the agora, such as a billboard or a radio commercial would. Instead, the marketing of the service or commodity is addressed directly to the end consumer.



**Self-Managed:** Refers to any Homeowners' Association, Community Association or other Common Interest Development that is managed solely by an elected, or otherwise appointed, usually volunteer, Board of Directors.

The Licensor retains the right to sell the Single User Version of the software to self-managed common interest developments within Licensee's Exclusive Rights Territory when inquiry is made via the internet, written mail, facsimile or telephone by any self-managed common interest developments.

#### **Authorized Users**

For this License Agreement "Authorized Users" are: Full and part time employees of Licensee, whose primary work station/location is located at 1556 New Long Valley Road, Clearlake Oaks, California 95423 and/or 4040 Civic Center Drive, Suite 200 San Rafael, California 94903. Use of Reserve Analyst© software on portable lap top computers by Authorized Users is a permitted use. If the Licensee's business is transferred to another entity while this License Agreement is in force the primary work station/location may be updated, in writing, from the new entity.

#### **Limitations on who may use Reserve Analyst© software**

Licensee shall not knowingly permit anyone other than Authorized Users to use Reserve Analyst© software. Any full and part time employees of Licensee whose primary work station/location is not located at 1556 New Long Valley Road, Clearlake Oaks, California 95423 and/or 4040 Civic Center Drive, Suite 200 San Rafael, California 94903 are not Authorized Users. Licensee is required to inform Licensor of any known infractions of the use of Licensor's software within the "Exclusive Rights Territory" in a timely manner either by writing, including electronic, or telephone. The Licensor will take action in order to protect and defend copyright of the software for Licensor and authorized users. The Licensee may join Licensor in such actions at their discretion.

#### **Term**

Unless terminated as set forth herein, this License Agreement will commence on February 28<sup>th</sup>, 2006, the "Effective Date", and will continue for 5 years, referred to as "Initial Term". Thereafter, this License Agreement will automatically renew on the Effective Date anniversary for additional five (5) year periods unless either Party gives notice of its intent not to renew, at least sixty (60) days prior to the expiration of the Initial Term, or any five (5) year renewal thereof. The Initial Term and any renewals will collectively be referred to as "Term". If the Licensee's business is transferred to another entity this software License Agreement will remain in effect until the expiration of the current Term.

#### **Termination**

Either Party may terminate this License Agreement with a sixty (60) day prior written notice after the second (2<sup>nd</sup>) year of this License Agreement. If either Party defaults in the performance of any material provision of this License Agreement, then the non-defaulting Party may terminate the License Agreement upon thirty (30) days' written notice if the default is not cured during such thirty (30) day period. This License Agreement may be terminated by one Party immediately at any time, without notice, upon (i) the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such Party's debts, (ii) such other Party making a general assignment for the benefit of creditors, or (iii) such other Party's dissolution.

#### **Effect of Termination**

The license granted in this License Agreement will immediately terminate upon the effective date of the termination or expiration. Within thirty (30) calendar days after termination or expiration of this License Agreement, Licensee will deliver to Licensor or destroy all copies of the Reserve Analyst© software and furnish to Licensor a certification signed by an officer of Licensee verifying that such delivery or destruction has been fully effected.

#### **No Assertion of Rights**

It is expressly understood and agreed that, as between Licensor and Licensee, all right, title and interest in and to Reserve Analyst© software vests solely and exclusively in the Licensor. Licensee shall neither derive nor assert any title or interest in or to Reserve Analyst© software except as granted under this Licensing Agreement.

#### **Independent Contractor Status**

Licensee is an independent contractor under this agreement and nothing here-in shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Licensee shall have no authority to enter into agreements of any kind on behalf of Licensor and shall not have the power or authority to bind or obligate Licensor in any manner to any third party.

#### **Scope of Agreement**

The parties hereto affirm that this Licensing Agreement is the complete and exclusive statement of agreement between them and supersedes all proposals, understandings and communications between the parties relating to the licensing of Reserve Analyst© software. This Licensing Agreement may be amended only by a subsequent writing that specifically refers to this agreement and is signed by representatives of both parties and no other act, document, usage or custom shall be deemed to amend this Licensing Agreement.

By installing or using this Highlands Electronics LLC product (the "RESERVE ANALYST SOFTWARE") you indicate your agreement to the terms of this Licensing Agreement. If you do not agree to the terms herein, you are not authorized to copy or use the RESERVE ANALYST SOFTWARE. The RESERVE ANALYST SOFTWARE, including all images, photographs, icons and text incorporated in the

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ATTENTION: USE OF THE RESERVE ANALYST SOFTWARE IS SUBJECT TO THE TERMS SET FORTH IN THIS LICENSING AGREEMENT. USING THE RESERVE ANALYST SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU ARE NOT AUTHORIZED TO USE THIS RESERVE ANALYST SOFTWARE.

#### **NO WARRANTIES**

To the maximum extent permitted by applicable law, the Highlands Electronics LLC expressly disclaims any warranty for Reserve Analyst software. Reserve Analyst software and any related documentation is provided "as is" without warranty of any kind, either express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose and noninfringement of third party proprietary rights. The entire risk arising out of use or performance of Reserve Analyst software remains with you.

#### **NO LIABILITY FOR DAMAGES**

To the maximum extent permitted by applicable law, neither the Highlands Electronics LLC nor its suppliers shall be liable for any incidental, special or consequential damages whatsoever (including without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of or relating to the use or inability to use Reserve Analyst software, even if the Highlands Electronics LLC has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. Furthermore, the Highlands Electronics LLC's liability for direct damages shall not exceed the license fee, if any, paid by you for use of Reserve Analyst software.

#### **Governing Law**

All questions concerning the validity, operation, interpretation and construction of this Licensing Agreement will be governed by and determined in accordance with the laws of the State of Arizona in Apache County, city of St. Johns. No claim relating to this License Agreement shall be made by either party more than one year after the cause of action arose.

In witness whereof, the parties have caused this agreement to be executed by authorized representatives as set forth below:

Dated \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_



LAW OFFICES  
**TRIANO & BYRNE**  
25 JESSIE STREET., 16<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94105-2749  
TELEPHONE (415) 371-8000  
FACSIMILE: (415) 371-8001

**Exhibit E**

# Reserve Analyst© Professional Licensing Agreement

## 5 Year Automatic Renew

This agreement is between:

**Licensor:** Dan and Rebecca Bloomquist, dba Highlands Electronics LLC, a limited liability corporation, and/or Reserve Analyst© software located at #75 County Road 3151, Vernon, Arizona 85940, hereafter referred to as Licensor; and

**Licensee:** Ernest and Linda Lahti dba Lahti Financial Group and/or Applied Reserve Analysis, LLC located at 1556 New Long Valley Road, Clearlake Oaks, California 95423 and 4040 Civic Center Drive, Suite 200 San Rafael, California 94903, hereafter referred to as Licensee

**License Fee(s):** Minimum fee: \$2,000.00 (two thousand dollars) annually

Maximum fee: \$10,000 (ten thousand dollars) in the first year of this agreement, and increased in each successive year by the CPI published by the Federal Reserve in the previous year, hereafter referred to as License Fee.

This License Fee is based upon 5% of gross sales of Licensee for reserve study preparation services only. Any other fees collected by Licensee, not part of the original contract, e.g., extra copies of the report, meetings, depositions, etc., are not a part of the Licensing Agreement fee structure (License Fee). The initial payment of \$2,000.00 (Two Thousand dollars) is due and payable prior to each licensing year.

In order to continue to retain an 'Exclusive Rights Territory', as outlined in (6.) below, Licensee is required to annually pay the Maximum License Fee. Failure to remit the annual Maximum License Fee each year of this licensing agreement will cause the 'Exclusive Rights Territory', as outlined in (6.) below, to become null and void for the duration of this Licensing Agreement. Reporting and additional licensing payments will be made quarterly within 30 days after the last day of May, August, November and February. At the discretion of the Licensee, payments can be made monthly or the Maximum Licensee fee may be paid as a lump sum.

Upon Licensor's request, and at mutually agreeable times, but no more than once in any calendar year, Licensor, or an agent of Licensor, shall be provided reasonable access at Licensee's place of business, during normal business hours, to the sales records of Licensee for the purpose of audit.

The License Fee entitles and obligates the Licensor to the following:

1. The latest version of reserve software shall be provided to Licensee as it becomes available.
2. Technical software support shall be available to Licensee during normal business hours.
3. Licensee shall not be used for Beta Testing new software versions.
4. The Licensor shall keep the source code for the currently released version of the software on hand so as to remedy any technical problems in a timely manner for that release.
5. In the event Licensor discovers a technical problem with the current software release, the Licensee will be notified within 5 business days and resolution will be made as stated in article (4.) above.
6. Whereas the Licensee has developed their northern California business, the Licensor agrees not to direct market software to the following California counties without the written approval of the Licensee, Hereafter referred to as "Exclusive Rights Territory":
 

<ul style="list-style-type: none"> <li>• Contra Costa</li> <li>• Sonoma</li> <li>• Napa</li> <li>• Solano</li> <li>• Sacramento</li> <li>• Marin</li> <li>• Alameda</li> </ul>	<ul style="list-style-type: none"> <li>• San Mateo</li> <li>• Santa Clara</li> <li>• San Francisco</li> <li>• Santa Cruz</li> <li>• Monterey</li> <li>• San Benito</li> <li>• Butte</li> </ul>	<ul style="list-style-type: none"> <li>• Mendocino</li> <li>• Sierra</li> <li>• Nevada</li> <li>• Placer</li> <li>• El Dorado</li> <li>• San Joaquin</li> </ul>
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*Rebecca Bloomquist*

*for Dan Bloomquist 3/15/08*

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*Delena B. Bland*

*Jan B. Bland* 3/15/06

RESERVE ANALYST SOFTWARE, is owned by the Highlands Electronics LLC or its suppliers and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed herein, all rights are reserved to the Highlands Electronics LLC and its suppliers. You may not reverse engineer, decompile or disassemble the RESERVE ANALYST SOFTWARE.

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**NO LIABILITY FOR DAMAGES**

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In witness whereof, the parties have caused this agreement to be executed by authorized representatives as set forth below:

Dated: 3/8/2006

Signed: [Signature]

Signed: [Signature]

Signed: [Signature]

Signed: [Signature]